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The Solicitors' Journal

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The Solicitors' Journal

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*** Notices to Subscribers and Contributors will be found on page iii.

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Current Topics.

The New Judge.

THE VACANCY created in the Chancery Division by the retirement of Mr. Justice ASTBURY has been filled by the appointment of Mr. C. J. W. FARWELL, one of His Majesty's counsel practising in that division. Sir JOHN ASTBURY, though perhaps not the most outstanding of our Chancery judges, was a sound lawyer and a very practical man with possibly a little too much leaning towards inducing parties to settle. Prior to his elevation to the bench Sir JOHN was one of the busiest men of his day, being the outstanding leader of the "patent" Bar. His health has not, during the past few years, been any too good—in fact not very long ago he was said to be in considerable danger of losing his eyesight; from this tragedy happily he was preserved, and we all hope that in his retirement he will enjoy many years of improved health after a strenuous career at the Bar and valuable service upon the Bench. His successor, Mr. Justice FARWELL, must, indeed, have the Chancery tradition bred in his bones, for he is the son of the late Lord Justice FARWELL, and a grandson of the late Vice-Chancellor WICKENS. He was called to the Bar at Lincoln's Inn in 1902, of which Inn he is now a bencher, and after a very successful career as a junior took silk early in 1923. As a leader he enjoyed the reputation of being one of the best lawyers in Lincoln's Inn, and his practice, though by no means inconsiderable, was not so great as his ability deserved. For some years he was attached to Mr. Justice ROMER'S court, and it is said that he was one of those silks who benefited considerably when the Chancery Courts were thrown open. His appointment was no doubt somewhat of a surprise to the prophets in these matters, but there is no doubt that Mr. Justice FARWELL will carry with distinction the ancestral mantle which has fallen upon him.

A Cancellor Memorial.

THE LATE metropolitan magistrate, Mr. H. L. CANCELLOR, was, as one of his colleagues, paying his last tribute, said, "a man who loved mercy." This was above all shown by his foundation of the Boys' Garden Colony at Basingstoke, where boys on probation for offences often due to bad home conditions seek to make good in healthy surroundings. The colony is supported partly by the boys' wages earned in neighbouring nurseries, but a sum of over six hundred pounds a year has to be obtained in gifts from well-wishers. Mr. CANCELLOR collected the best part of this sum each year by his own indefatigable efforts. His friends feel that no more fitting memorial to this upright magistrate and good man could be created than an endowment and reserve fund to secure the carrying on of the work he loved. Anyone who feels moved to assist this object can send his gift to Mr. A. C. L. MORRISON, the Chief Clerk of the Marlborough Street Police Court, London, with which Mr. CANCELLOR is always connected in the public mind, if only for his sound and valuable decision there given in the famous *Savidge-Money Case*. That decision led directly to the setting up of the Royal Commission on the police, and the reforms which Lord BYNG has so ably carried through.

Magistrates and Solicitors' Arrangements.

THERE IS judicial authority, if indeed it be needed, for saying that in matrimonial cases the courts may not act upon arranged sets of facts. Manifestly, to do so would open the door to improper, collusive proceedings; for in matrimonial cases there is often an inducement to both parties to obtain freedom by any means, and the law has to guard jealously against lending itself to dishonest schemes. There are, however, certain matters incidental to such proceedings which can be, and often are, properly the subject of arrangement between the parties and their advisers. In proceedings before magistrates, for instance, where a matrimonial offence is genuinely admitted or satisfactorily proved, it is by no means unusual for the amount of the weekly order, and perhaps the amount of costs, to be settled between solicitors and ratified by the court in its order. This seems quite unobjectionable, and it has the great advantage that the husband is far more likely to pay regularly a sum that he has agreed with his wife than to pay a sum perhaps not much greater, but forced upon him by the court. A north country paper reports a somewhat unusual situation in a police court, where both solicitors engaged in a case, after consideration, had agreed upon a certain weekly sum, yet the bench insisted upon a slight increase, on the ground that they thought the amount offered was insufficient. They were undoubtedly within their rights, because the decision and the discretion are with them; but it may be doubted whether the wife really stands to gain in the end.

A Condition Prejudicial to a Father's Rights.

AN AUSTRALIAN case on the will of Miss EMILY POLINI, who was the sister-in-law of Mr. OWEN NARES, the well-known actor, raised the point as to whether a condition contained in it was void as against public policy. The testatrix, who was an actress, had married soon after the war, but the marriage was not a success, and there was a separation within three years. In the will, as stated in the press, there was a bequest of £8,000 to the daughter of the marriage, on condition that she was brought up in England, with a gift over on its failure. Although there had been a separation, the father had retained custody of the child, and there was no judicial finding of his unfitness to do so. LONG INNES, J., held that the condition was opposed to public policy in that it tended to deprive the father (who remained in Australia) of his parental rights, and to prevent him attending to his parental duties. In the circumstances he held that the gift was absolute. On the issue of public policy the nearest English authority appears to be *Re Boulter* [1922] 1 Ch. 75, in which a condition that children should not be taken abroad for more than six weeks

in any year was held void, on the ground that the father might wish to live abroad, and the condition would then seriously interfere with his rights over, and duties to, his children. In *Re Boulter*, counsel for the persons taking under the gift over quite rightly pressed *Re Borwick's Settlement* [1916] 2 Ch. 304, on SARGANT, J., but he distinguished it on the ground that it did not relate to a condition subsequent, as he found that in *Re Boulter* to be. *Re Borwick's Settlement*, it may be observed, appears to be somewhat athwart the general current of authority. There is a difficulty, however, in reconciling the decision of LONG INNES, J., with English authorities, in that the condition in Miss POLINI's will, unlike that in Mr. STANLEY BOULTER'S, appears to be a condition precedent, not subsequent, and the general rule is that a condition precedent which is void invalidates the whole legacy. The civil law is otherwise, and in *Re Moore* (1888), 39 C.D. 116, KAY, J., apparently held that he could follow it in a bequest of personalty, but the Court of Appeal, though upholding his decision, did not approve his reasoning on the point. They held that the gift in fact created a limitation, which left the application of the doctrine of civil law to conditions precedent untouched. *Re Moore*, therefore, appears to leave the matter in some uncertainty.

Sir Robert Wallace on "Drunk in Charge."

PRONOUNCEMENTS UPON the meaning of "drunk" continue to multiply, and some of those by eminent lawyers have a close resemblance to those made from the dock. A gentleman who stands with an owl-like demeanour in Piccadilly, gravely seeking to direct traffic as he sways gently to its rhythm, has been known to declare that he was not properly drunk. And now the Chairman of the London Sessions says that the word "drunk" should not be used of the motor driver who is "under the influence of drink so as to be unfit to drive." As a practical measure to defeat the amiability of juries reluctant to brand a man as having been drunk, we are for a change of phraseology in the law, but as plain citizens who think that one great advantage of the English language is that it says what it means, we cannot help thinking that a man who is sufficiently out of control through alcoholic poisoning to be unable to carry out the task he sets himself to, is drunk; not "dead drunk" or "blind drunk" as the extreme condition is labelled, not so drunk that he would be unable to walk home and ought for his own safety to be arrested, but drunk in the less degree that his mind and his muscles are out of touch and he has become a public danger. The confusion of thought really arises from practice. The police do not arrest every drunken man, though every man who is drunk in a public place commits an offence. He has not, as too many, even judges and magistrates, suppose, to be drunk and something else. Mere drunkenness in a public place is punishable. But reasonable practice decrees that a drunken man shall only be arrested if he cannot get home, or if he makes himself a nuisance; and reasonable practice decrees that a man much less drunk, but so affected that he is a danger at the steering wheel of a motor car shall be put where he will not imperil the lives and limbs of others. We have no sympathy whatever with the notion that there is only one degree of drunkenness; it is a pathological condition of varying intensity. But as we said before, if changing the label means delivery of the goods, let us hasten to assist the criminal cartage agents.

Arsenic for Homicides.

IN VIEW of the finding of the Tunbridge Wells coroner that there was no ground for the suspicion that an aged woman had died of arsenic poisoning and of the public uneasiness arising out of other recent inquests, it is reassuring to know that medical knowledge of this poison has reached such a pitch that any murderous use of it is almost sure of suspicion and probable detection. Lord ATKIN said on this point a few years ago, when presiding over the Medico-Legal Society: "The person who chooses arsenic might reconsider his decision, because the subject has been so studied that apparently the minutest trace can now be ascertained, and medical science is able to indicate with a very considerable degree of precision the actual time and date and the number of doses that have been given." This comment arose out of an address by the eminent toxicologist, Sir WILLIAM WILLCOX, who pointed out that arsenic was one of the commonest and oldest known poisons and was known in the third century. Almost tasteless, it could easily be introduced into food and drink. Though homicidal poisoning represented only a small minority of acute arsenical cases, yet arsenic was most used for homicidal purposes. Arsenious oxide is most commonly used for criminal purposes, he said. It is a white non-smelling powder, slightly soluble in water. Sir WILLIAM commented on the ease with which it could be obtained, and urged further restrictions on its sale. The law does say, however, that white arsenic must be coloured by mixing it with at least one-sixteenth of its weight of soot or indigo, for sale to the public in small quantities, but this merely seems to be a colouring process in no way reducing the poisonous effect of the arsenic. We hope to refer more fully to the subject in an early issue, and to deal in an article with the law generally touching the sale of arsenic and arsenical preparations.

Meaning of "Children."

THE MEANING of the term "child" for the purposes of workmen's compensation is the subject of much controversy. In *Shotts Iron Company Ltd.* v. *Curran and Others* [1929] A.C. 409, a point arose under the Workmen's Compensation Act, 1925, s. 8 (1), which provides that the compensation under the Act, where death results from the injury, shall be a lump sum "together with, if the workman leaves a widow or other member of his family (not being a child under the age of fifteen) wholly or partially dependent upon his earnings, and in addition leaves one or more children under the age of fifteen so dependent, an additional sum (hereinafter referred to as the children's allowance)." In the above case a workman, who had been killed by an accident arising out of and in the course of his employment, left his mother and several brothers and sisters under the age of fifteen partially dependent on his earnings. The House of Lords held that the children's allowance is not limited to the children of the deceased workman, but is payable in respect of any members of the deceased workman's family who at the date of his death were under the age of fifteen and were wholly or partially dependent upon his earnings, and that, therefore, the brothers and sisters in this particular case were entitled to the children's allowance. As Lord HAILSHAM, L.C., observed in the course of his judgment, "the expression 'a child under a given age' is a common phrase . . . in the earlier part of the sub-section (i.e., sub-s. (i) of s. 8) the workman is described as 'leaving a widow or other member of his family'; from that family are excluded children not under the age of fifteen, and I think that when the section goes on to speak of his 'leaving children under the age of fifteen' it refers to those members of the family who are excluded in the earlier part of the section." As for authority which assists in determining the above point, there are two decisions under s. 2 of the Workmen's Compensation Act, 1923 (re-enacted by the Workmen's Compensation Act, 1925, s. 8 (i)), which may be usefully noted. In *Pritchard* v. *Bettisfield Colliery* [1925] 2 K.B. 284, the Court of Appeal expressed the view that the children's allowance extended to all dependents who were children and was not confined to children of the deceased workman. In *Faulkner* v. *Owners of Ship Sutton* [1927] 1 K.B. 207, the Court of Appeal held that a sister (under the age of fifteen) of a deceased workman was a "child" within the meaning of the section, so as to make increased compensation under the section payable when such sister is left partially dependent upon the workman's earnings. As SCRUTTON, L.J., said in the last-mentioned case, "It seems to me that the correct view is to

read the word 'child' as meaning, not his child by parentage, but a child or young person under fifteen in both parts of the section."

Increased Divorce.

THE NUMBER of divorce cases has increased, and the usual dirges have arisen in quarters where any kind of divorce is regarded with horror. As a matter of common sense, however, it may be worth while to remember that the normal consequence of divorce is to substitute a marriage for an irregular union, and sometimes, when the court is asked to exercise its discretion in favour of a petitioner, two marriages for two such unions. This substitution is surely all to the good, for it directly increases the percentage of legitimate children, and, probably the population also, for the parties to irregular unions are much more likely to have recourse to abortion and similar practices. Indeed, without a comparative table of regular and irregular unions, divorce statistics seem useless as a test of a nation's morality. If divorce were abolished in England to-morrow the first result would be a large increase in the irregular unions now tolerated by public opinion because our divorce laws often appear unfair. Thus, although the divorce statistics would fall to zero, there would certainly be no increase of morality. The comparative table suggested above has never, of course, been compiled, and perhaps could not be. Some partial revelation might have been made during the war by publishing the percentage of the "unmarried wives" of soldiers to whom the Government dared not refuse allowance. That percentage, however, was very carefully hidden. The Workmen's Compensation Acts have, of course, throughout given full recognition to the children of the "unmarried wife" and a killed or injured workman, but her own claims to support could not be ignored when the man with whom she was living was sent to the war. Every irregular union is, of course, an open defiance of the law of marriage, and increased divorce at least enables more persons to live in conformity with the law.

The Preservation of the Landscape.

THE CONFLICTING claims of beauty and utility were recently considered at Birmingham, where the Corporation sought ejectment orders against two smallholders. The Allotments Committee had had a meeting with the tenants, with the view of effecting a friendly settlement of the question, but the whole site was said to have become disfigured with unsightly buildings. Notice to quit had therefore been given to one tenant, the causes of complaint being an unsightly pig-sty and a large untidy wooden building, which had been erected without the consent of the corporation. This was alleged to constitute a breach of rules made in 1926 under the Small Holdings and Allotments Act, 1908, s. 10, but it was pointed out on the tenant's behalf that he had been in occupation since 1916, that the building had then already been erected, and that the rules were not retrospective. It was further denied that the building was untidy, as the corporation had themselves moved the structure, when altering the course of the Bourn Brook, and had even made the tenant a money grant for the inconvenience he had suffered. The magistrates held that the notice to quit was bad, as the rules were not retrospective, and no order was therefore made. An ejectment order was claimed on the same ground against another tenant, and although he had removed certain buildings, there was a conflict of evidence as to whether he had had notice to remove one which remained. The application was, therefore, opposed on the ground of estoppel, as the tenant had entered in 1928 (when the buildings were already erected), and the corporation—having let the land with the buildings—were bound to permit the defendant to use them. The magistrates decided that the terms of the tenancy had not been broken, and the application therefore failed. The other aspects of the same subject were discussed in our issues of the 9th March and 10th August, 1929 (73 SOL. J., 148 and 520).

Criminal Law and Police Court Practice.

POLICE ADVOCACY.—Even apart from some very clear *dicta* of learned judges, we have always held the view that the assumption by a police officer of the role of advocate is wholly undesirable. We read with some surprise of a recent case in which a chief constable, according to a local newspaper, went rather further than most members of the legal profession are accustomed to go. If he was the complainant he would be entitled to act like any other complainant; if he happened to be counsel or solicitor, of course, he could conduct a case; if he was not, he had no right to intervene or to open the case.

The report says: "The Chief Constable said that in his opinion it was an extremely bad case of dangerous driving; it was obvious from his information that the defendant had absolutely no concern for other users of the road. The only way to stop irresponsible drivers is to suspend their licences."

This, in itself, is going far enough. Later on, however, the officer is said to have told the defendant's solicitor not to make comments and to conduct the case properly; to which the solicitor not unnaturally replied that he took no orders from the chief constable or anyone else except the bench.

It would look better, we suggest, that in cases where an advocate is necessary the police should instruct counsel or solicitor, rather than take upon themselves to comment upon the facts and make suggestions to the bench.

We need hardly add that it is the practice, and not the individual officer, that we desire to criticise.

UNDER THE INFLUENCE OF LIQUOR.—In South Africa the words chosen for penalising a motor driver who takes too much alcohol are "being under the influence of liquor." In a recent case the phrase was held to mean that "the intoxicating liquor the driver has imbibed has influenced him to such an extent that the skill and judgment normally required in the manipulation of a motor car is obviously diminished or impaired as a direct result of the consumption of alcohol": *R.* v. *Lloyd*, E.D.L., 1929, June 3. This seems a long periphrasis for the simple old English word "drunk," an impression confirmed when we learn that the accused "had during the twenty hours prior to arrest taken no food, but had taken a certain quantity of liquor, probably more than the three drinks admittedly taken during the period, that the accused's manner of driving was abnormal when he passed one pointsman, that he, disregarding the signal of another pointsman, drove against the traffic, and that he drove up a road in respect of which traffic was prohibited in the direction in which he drove," and "that when arrested the accused's face was flushed and his gait was unsteady." But if a nuisance can be dealt with under a short formula instead of a long one, let us so deal with it. We have long had authority that a rose will smell sweet under any name.

UNUSUAL PUNISHMENTS.—Attempts to step out of the framework of the law are frequently failures. An instance comes from Lancashire. Eleven boys were found guilty of damaging fruit trees and stealing apples, and the magistrates adjourned the case for the parents to come and personally thrash the offenders at the court. The newspaper report says that they "required" the parents so to act, an expression which one hopes is merely an inapt journalistic paraphrase. Some parents said they had already thrashed their boys, others objected to thrashing, and we hope some preferred to exercise parental authority in private. Anyway, their protests gave pause to the justices, whose clerk wrote to all the parents, cancelling the programme and further adjourning the case. Reflection brought good counsel and the defendants were fined. We mention the case merely as a warning to the inventive to adhere to the powers conferred by law. There is something attractive in punishing

at one and the same time parents presumed to be neglectful, and their offspring whose actions may be the result of domestic indiscipline, but the law provides for both in other ways than that chosen.

Why Litigation Declines.

During the new Legal Year definite practical steps should be taken in respect of some important matters affecting the administration of justice. The last few years have witnessed a growing volume of protest against (*a*) the gradual but indisputable encroachments of bureaucracy, (*b*) the failure of the Government to introduce the Crown Proceedings Bill, and (*c*) the increasing cost of litigation. There is, of course, something to be said on both sides of these questions, and public interest can best be served by an early investigation of the problems raised. As regards the first of these grievances, the independence of the Bench is obviously necessary to maintain a standard of justice which is impartial, reasoned, consistent and administered in public. This independence and all it connotes inspires confidence and trust in the courts which exist for the benefit of the State and people by the maintenance of law and order through the administration of recognised and accepted principles. No such confidence and trust can be placed in departmental tribunals where methods lack the frankness and publicity found in the courts. The danger is found to lie in certain statutes and orders dealing with Government matters as instanced in social services, public health, rating and valuation, housing, factories and workshops, and the Judiciary might well view with alarm the growth of increased power given to Ministers by this class of legislation, and the more so since legislation of this character is growing. On the other hand, the necessity for quick and efficient dispatch of public business under the complexity of modern administration may call for the introduction of a system of administrative law—which the present departmental procedure is not. Moreover, a decision may be given by an official who has had no legal training and who is unknown to the subject; there may be no oral hearing, or one from which the public are excluded; the subject may not be represented by counsel or solicitor; the result may be reached on the contents of statements without submitting the writers to examination or cross-examination; and a decision is not binding as regards other disputes and no recognised principles need be considered. This falling from the ordinary standards adopted by the courts cannot inspire with confidence a subject whose dispute comes for determination before a departmental tribunal. Further, the normal right of appeal to the courts is sometimes expressly cancelled, thus making the department concerned not only judge and jury in its own cause, but a final court of appeal.

Next, the inability of the subject to sue the Crown, which, in practice, means the Government Departments, has long been regarded as an anachronism, earning the condemnation of the highest legal authorities and receiving considerable publicity in the Press. The matter has been thoroughly examined in recent years by the Crown Proceedings Committee and the suggested changes embodied in a draft Bill. It was understood that the twenty-one Departments concerned were prepared to consider the Bill satisfactory provided some modifications were introduced, but there the matter rests.

Finally, another influential factor in the administration of justice which has been the subject of much comment is the increased cost of litigation. The problem is by no means new. There are, undoubtedly, too many cases where the fruits of victory have scarcely been worth garnering, and others in which the costs have exceeded—sometimes far exceeded—the amount of the claim. The prudent litigant must bear in mind the chances of his case being taken to the Court of Appeal and the House of Lords—places to which the Crown, particularly in revenue cases, often leads the unwilling subject. A realisation of this may perhaps account for so many disputes in the commercial world being settled by arbitration. Procedure and all other matters connected with the conduct of litigation call for comprehensive inquiry with a view to simplifying, cheapening and quickening it. That our system evokes praise from jurists of other countries is not enough; the question is not one of comparison, but whether the needs of those among whom the system operates are adequately provided for and met, and in that connexion no one will deny that much can still be done to improve the present state of our legal system.

A Conveyancer's Diary.

Section 4 of the Statute of Frauds re-enacted in s. 140 of L.P.A., 1925.

I have been reminded this week of some of the matters arising out of the fourth section of the Statute of Frauds now re-enacted in s. 140 of the L.P.A., 1925. This is one of the most familiar of statutory provisions relating to contracts and in itself appears to be simple enough, but we all know how fruitful it has proved of litigation. Almost every word has been the subject of judicial decision. Even the meaning of "writing" has been in dispute, but under the Interpretation Act, 1889 (c. 63), s. 20, the word now (in the absence of a contrary intention) includes engraving, lithography, photography or any other mode of representing or reproducing visible words.

There are some points which arise under the statute to which I wish to refer this week.

If a party to a contract to which the section applies (that is, contracts "for the sale or other disposition of land or any interest in land") is being sued upon it, he must, in order to take advantage of the Act, plead it; see R.S.C., Ord. 19, r. 15. If the defendant fail to plead the statute he cannot rely upon it and leave to amend will not generally be given.

Assuming, however, that the statute has been pleaded and it can be shown that there is no note or memorandum of the agreement, the defence of the statute is not always a protection. The equitable doctrine of part performance is perhaps the most common answer to a plea that there is no note or memorandum in writing sufficient to satisfy the statute.

Apart from that doctrine, however, it has been established by the authorities that the statute must not be used as an instrument of fraud.

So when a party sought to be charged alleges that he was induced to enter into the agreement upon the faith of a verbal arrangement which is inconsistent with the written agreement or makes some variation in it, the statute cannot be set up to exclude evidence as to such a verbal agreement, as to do so would be fraudulent (*Clarke* v. *Grant* (1807), 14 Ves. 519).

In the frequently quoted language of Lord Selborne the Statute of Frauds "is a weapon of defence, not offence, and does not make any signed instrument a valid contract by reason of the signature, if it is not such according to the good faith and real intention of the parties" (see *Jervis* v. *Berridge* (1873), L.R. 8 Ch. App. 351, at p. 360). So when land is conveyed to one upon a verbal agreement that he will hold the property in trust for another the statute is no defence to the enforcement of such an agreement and evidence is admissible to prove the agreement so as to prevent the statute from being used in order to commit fraud (*Rochefoucauld* v. *Boustead* [1927] 1 Ch. 196).

If land be conveyed absolutely but upon the verbal understanding that it is only conveyed as security for money advanced, such an agreement may be set up, and the statute affords no defence to an action to redeem. "If the real

agreement was that . . . the transaction should be a mortgage transaction it is in the eye of this court a fraud to insist on the conveyance being absolute and parol evidence must be admissible to prove fraud " (per Turner, L.J., in *Lincoln* v. *Wright* (1859), 4 De G. & J. 16 ; see also *Douglas* v. *Culverwell* (1862), 4 De G. F. & J. 20).

It is, however, essential in such cases to show that it would be a fraud to refuse to allow the verbal agreement to be proved, for it is only upon the ground that the court will not permit the statute to be used for a fraudulent purpose that the general rule as to the inadmissibility of verbal evidence to vary a written contract is not strictly applied.

It must also always be borne in mind that what is contemplated by the statute is not that the contract itself shall be in writing, but that a note or memorandum thereof shall be made in writing. The distinction may be very important, as it is open to one party to say that the note or memorandum does not in fact contain all the material points of the contract.

Disputes of this kind not infrequently arise when the alleged note or memorandum is contained in correspondence. " It appears to me that no such contract ought to be held established even by letters which could otherwise be sufficient for the purpose if it is clear upon the facts that there were other conditions of the intended contract beyond and besides those expressed in the letters " (per Lord Selborne, in *Hussey* v. *Horne-Payne* (1879), 4 App. Cas., at p. 323).

One of the difficulties with regard to such contracts is to ascertain at what particular point there is a concluded bargain between the parties. On the one hand it has been held that the whole correspondence must be looked at and indeed the whole of the negotiations considered (*Hussey* v. *Horne-Payne, supra*). On the other hand, if it is clear that the parties have come to terms, and that there is a complete contract, further negotiations between the parties cannot, without the consent of both, get rid of the contract already arrived at (*Bellamy* v. *Debenham* (1890), 45 Ch. D. 481 ; [1891] 1 Ch. 412 ; *Perry* v. *Suffields Ltd.* [1916] 2 Ch. 187).

It appears therefore, from these authorities that the whole correspondence and negotiations must be looked at—that is, all that has transpired between the parties on the subject—but that the correspondence taking place subsequently to the date of the alleged agreement can only be material to show whether the letters relied on in fact constituted a contract or not. If the whole negotiations show that at one point the parties had concluded a bargain, the subsequent correspondence will not affect the contract arrived at.

Another difficulty which often arises is that of connecting documents together so as to establish a sufficient note or memorandum in writing to satisfy the statute. The rule seems to be that parol evidence is admissible to explain references in the documents to another or to some verbal contract. So where one party writes " I accept your offer," parol evidence may be given to prove what the offer referred to was (*Long* v. *Millar* (1879), 4 C.P.D. 450, 454). And an envelope and a letter which is shown by evidence to have been enclosed in it, are so connected together that the envelope may be used to supply the name of one of the parties (*Pearce* v. *Gardner* [1897] 1 Q.B. 688). Another illustration is afforded by *Auerbach* v. *Nelson* [1919] 2 Ch. 383, where a vendor wrote : " Received of Mr. Auerbach . . . £10 on account of house being sold for £500 from Mr. M. Nelson . . . Possession to be taken in six weeks' time," and signed, " Morris Nelson," and it was held that the receipt was sufficient to bind the vendor and parol evidence was admissible to show what was the " house being sold."

There are many other cases on this point to which there is not space for me to refer in this issue. The following may be mentioned in conclusion : *Shardlow* v. *Cotterell* (1881), 20 Ch. D. 90 ; *Studds* v. *Watson* (1884), 28 Ch. D 305 ; *Coombs* v. *Quiney* [1916] 142 L.T.J. 23 ; *Stokes* v. *Witcher* [1920] 1 Ch. 411. The last-named case seems to me to be particularly interesting.

Landlord and Tenant Notebook.

Law of Landlord and Tenant—Summary of Decisions.

Continued from p. 638.

(2) Decisions under the Rent Restrictions Acts—*continued*.

There are two important decisions on the question of de-control which should be noted, viz., *Domendietti* v. *Ryan*, 45 T.L.R. 432, and *Kingsley* v. *Adler*, 45 T.L.R. 226.

Domendietti v. *Ryan* illustrates the difficulties that arise as a result of the decision of the Court of Appeal in *Lloyd* v. *Cook* [1929] 1 K.B. 103, to the effect that the expression " landlord " in s. 2 of the Rent and Mortgage Interest (Restriction) Act, 1923, might include a tenant who is a mesne landlord.

In considering the position of a tenant who is a mesne landlord, one must not lose sight of the proviso to s. 2 (1), which provides that " where part of a dwelling-house to which the principal Act applies is lawfully sub-let and the part so sub-let is also a dwelling-house to which the principal Act applies, the principal Act shall not cease to apply to the part so sub-let by reason of the tenant being in or coming into possession of that part."

Domendietti v. *Ryan* in effect indicates that due consideration must be given in every case to this proviso, so that where a part of controlled premises is sub-let, that part will still continue to be controlled, notwithstanding that the mesne landlord has come into possession of that part. In such cases, therefore, not only will such part remain controlled, but so also will the remaining portion or portions of the premises which may happen to be in the possession of the mesne landlord. The only case in which a mesne landlord can de-control the premises is apparently where the whole of the premises has been sub-let by him, and where he has subsequently come into possession of such whole : *Oakley* v. *Wilson*.

The case of *Kingsley* v. *Adler* is a decision under s. 2 (2) of the Rent and Mortgage Interest (Restriction) Act, 1923. In that case the defendant was originally the tenant of the whole of a controlled dwelling-house and after the expiry of his lease the landlord let a part of the house to him for a period of 204 weeks. It was held that the part in question was de-controlled by virtue of sub.-s. (2) of s. 2 of the Act of 1923. The difficulty that arose in this case was in fact occasioned by the decision in *Bartram* v. *Brown* [1929] 1 K.B. 103, to the effect that in order to effect de-control under s. 2 (2) the lease must be to the sitting tenant and not to a stranger. The argument on behalf of the tenant in *Kingsley* v. *Adler* was to the effect that the tenant was to be regarded as a stranger *qua* the six rooms, since his previous tenancy was a tenancy of the whole house. The Divisional Court, however, held that this fact made no difference, and that the six rooms were accordingly de-controlled.

The two remaining cases on the Rent Restrictions Acts which might be considered are *Tickner* v. *Clifton*, 45 T.L.R. 35, and *Platman* v. *Frohman*, 45 T.L.R. 184.

In *Tickner* v. *Clifton*, the point for the consideration of the court was whether a person who succeeded to a tenancy of premises within the Rent Acts, by virtue of the provisions of s. 12 (1) (*g*) of the Rent Restrictions Act, 1920, was liable to the landlord for arrears of rent due by his predecessor at the time of his death.

Section 12 (1) (*g*) of the Act of 1920 provides that the expression " tenant " for the purposes of the Act " includes the widow of a tenant dying intestate who was residing with him at the time of his death, or where a tenant dying intestate leaves no widow or is a woman, such member of the tenant's family so residing as aforesaid as may be decided in default of agreement by the County Court." It is not quite clear whether the deceased tenant in *Tickner* v. *Clifton* was a statutory tenant, though this would appear to be the case, since the defendant, who succeeded to her father's interest under s. 12 (1) (*g*), was regarded by the court as a statutory tenant.

The Divisional Court held that the defendant was not liable for arrears of rent due by her father. When the case is analysed, however, all that the Divisional Court appears to have decided is that a person who is in occupation of premises as a statutory tenant under s. 12 (1) (*g*) of the Rent Restrictions Act of 1920 is not liable *qua* such statutory tenant in respect of the arrears owed by his or her predecessor. There is nothing, however, to prevent this liability being enforced against such person *qua* administrator or executor or executor *de son tort*.

Platman v. *Frohman* deals with the question of onus of proof in apportionment cases.

The applicant for apportionment in this case was a sub-tenant of three rooms in a dwelling-house and proved that the whole house had been let in 1914. It was argued on behalf of the respondent that this evidence was not sufficient to justify an apportionment on the ground that the applicant had not proved that an apportionment was "necessary" as required by s. 12 (3) of the Rent Act of 1920.

The Divisional Court, however, held that the applicant (for apportionment) had thereby discharged the onus of proof cast upon him and that the burden thereupon shifted to the respondent who, in order to avoid an order for apportionment being made, would have to satisfy the court that the rooms in question were let as a separate dwelling-house in August, 1914, and that they had an independent standard rent of their own.

Our County Court Letter.

THE SETTLEMENT OF PAUPERS.

THE question of *animus revertendi*, in relation to the above subject, has been considered in two recent cases. In *Willesden Guardians* v. *Sheffield Guardians*, at Marylebone County Court, the plaintiffs claimed £40 as the amount of relief spent in respect of a man who had been three months in the Park Royal Infirmary, where he had died. The deceased was aged fifty-three, and was a native of Sheffield, but had contracted septic pneumonia during a tramp to London, and the plaintiffs based their claim on the Poor Law Act, 1927, s. 36 (1), viz.: "Where any person, having a fixed place of abode in a poor law union, requires relief by reason of accident or sudden illness while in some other poor law union, in which he has no legal settlement, the cost of relief shall . . . be paid or reimbursed by the board of guardians of the union in which he has his place of abode." The deceased had given his Sheffield address, and had remained the tenant of the house until his death, but his widow stated that, while he used to be a jovial man, he had become quiet in recent years. He had absented himself on previous occasions while looking for work, as he had expressed himself as "fed-up" with Sheffield, and she believed he would not have returned if he could have found work elsewhere. The employers of the deceased stated that he was a skilled cutler, but had left without notice, as had happened on previous occasions in the last ten years. The defendants' case was that the deceased had not a "fixed place of abode" in Sheffield at the time he was relieved, and that, although the plaintiffs' case was that the deceased had not left Sheffield voluntarily, the widow's evidence showed that he wanted to stay away. As regards the final tramp, there was no evidence that the deceased had any intention of returning to his wife in Sheffield, and it was therefore contended that he left voluntarily and deliberately, becoming from that time a casual poor person. His Honour Judge Snagge held that the deceased had a fixed abode in Sheffield, and judgment was therefore given for the plaintiffs, with costs.

In *Farnham Union* v. *Cambridge Union* [1929] 1 K.B. 307, a pauper lunatic had died in the Cambridge County Asylum, but two magistrates had made an order adjudging that her settlement was in the appellant union. This was upheld on appeal by the learned Recorder of Cambridge, who held that for the purposes of settlement the pauper lunatic had resided for a term of three years in the appellant union. This decision was reversed by the Divisional Court, and Lord Hewart, L.C.J., pointed out that there was an important finding of fact, which was not contained in the case stated, but appeared in the judgment which formed part of the case, viz.: "She then left . . . and admittedly had no intention of returning." As a matter of physical fact the inmate had not resided in the appellant union for three years, and where there was not physical residence the ingredient of *animus revertendi* is crucial. It was common ground that the person in question had no intention of returning, and Mr. Justice Swift and Mr. Justice Acton concurred in allowing the appeal.

The court in the last-named case approved the judgment in *Holborn Guardians* v. *Chertsey Guardians* (1884), 14 Q.B.D. 289, in which Mr. Justice Hawkins had explained the meaning of "reside" as follows: The residence must be such as to satisfy the tribunal that the place was the home and fixed place of abode of the person whose settlement is disputed. A man who goes from his home on a journey, intending to return when his visit is over, cannot be said to be resident at the place where he is a mere visitor. On the other hand, if a person having a fixed home, whether at the head of it or as a member of a family, quits it with the intention not to return, or to return only upon the happening of some particular uncertain event, he cannot be said to reside in the home he has quitted. Whether the *animus revertendi* existed is always a question not of law, but of fact, although it is a question of law whether there is *any* evidence to justify a finding, or whether the findings justify the adjudication.

The value of legal research is shown by a remark of Lord Hewart, L.C.J., in the second case, *supra*, at p. 312: "It seems unfortunate that the learned Recorder was told that there was no case anything like this, or worth citing, while before us some nine cases which have a bearing on the point have been cited."

Practice Notes.

TENANCIES OF THE FORESHORE.

THE conditions governing the above were considered in the recent case of *Driver* v. *Skegness Urban District Council* at Spilsby County Court, in which the plaintiff claimed £100 damages for loss of trade, and the defendants counter-claimed £2 3s. 7d. for storage. The plaintiff's hut had been moved from the beach, in accordance with notice, duly given, but the plaintiff denied having received the notice, and contended that (1) the surveyor had granted a three weeks' extension; (2) the hut was moved before the tenancy or licence had expired; (3) the defendants had wrongly impounded the contents of the hut, and had refused delivery except on payment of certain charges. The defence was that there was no verbal agreement to extend the tenancy, and that no damage was done to the plaintiff's articles. His Honour Judge Langman held that there was no verbal extension of time, but although the defendants had safeguarded the plaintiff's property, that was an act of kindness for which they were not entitled to charge. There was no authority for moving the building of a tenant and then charging him for so doing, and the plaintiff was therefore entitled to (*a*) nominal damages of £1; (*b*) the return of the goods or their value (£10); and (*c*) judgment on the counter-claim, with costs.

CONCURRENT JURISDICTION IN LICENSING.

A QUESTION as to the right of a Public Works and Town Planning Committee to regulate the granting of reasonable facilities was recently considered at Birmingham in *Mitchells and Butlers Limited* v. *Birmingham Corporation*. The complainants were aggrieved that, under the North Yardley and

Stechford Town Planning Scheme, permission had been refused for the erection of fully-licensed premises, although the whole matter had been previously ventilated before the licensing magistrates, who had granted their approval. It was contended that a plebiscite showed an overwhelming demand for the licence, but a resident produced a memorial of protest signed by between 300 and 400 persons. The city surveyor stated that the Scheme was intended to preserve the residential character of the district, and there was a strong feeling about the erection of special buildings, not even a kiosk being allowed. The chairman of the Public Works Committee corroborated, but the magistrates decided that the corporation should be directed (*a*) to issue sanction for the erection of the special building; (*b*) to pay fifty guineas as the costs of the appeal. It appeared that any other building than a dwelling-house was a special building, in respect of which the Committee could advertise in the newspapers, so that any one who opposed could come forward. In the alternative, the Committee could refuse their permission, but there was a right of appeal to the magistrates—a procedure which required the applicants to assume the burden of proof. The Committee have a right of appeal to the Recorder from the above decision of the magistrates, but have decided not to proceed further in the matter.

Correspondence.

Rating of Deer Park.

Sir,—Referring to the answer to *Q.* 1734 in your issue of the 5th October, does not the reply turn on the point whether the land known as X Park was let under a demise by deed under seal, or merely by an agreement under hand?

If the rights reserved to A are given to him by an agreement under hand only, then apparently he would only have a licence, whereas, according to the case of *Swaine* v. *Howells*, 43 T.L.R., p. 14, if there is a demise of sporting rights by deed under seal, such rights are liable to be separately assessed, and to be rated at the full value.

That being so, it appears to me that under the recent Rating and Valuation (Apportionment) Act, the rating authority would have no right to separately assess A, and being agricultural land no rates would be payable.

9th October. SUBSCRIBER.

[The original question appeared to indicate that the agreement was merely under hand, but the answer was based on the view that the rights reserved to A were not sporting rights, as defined by the Rating Act, 1874 (which is unaltered by the Rating and Valuation Act, 1925), and that the question considered in *Swaine* v. *Howells*, *supra*, did not arise. With regard to de-rating, it is provided by the Rating and Valuation (Apportionment) Act, 1928, s. 2 (1) (2), that "agricultural land" does not include land occupied together with a house as a park . . . or preserved mainly . . . for purposes of sport or recreation. B's rights were so restricted that he was obtaining very little for his so-called rack-rent, and the existence of the agreement would not of itself lighten the burden of rates, as the land preserved its character as a park.—YOUR CONTRIBUTOR.]

Substituted Service of Writs.

Sir,—The rule as regards the method of qualifying for an order for substituted service of a writ in the King's Bench Division is that three calls have to be made at the Defendant's address, a copy of the writ left on the first call making an appointment for a second call and subsequent appointments made verbally. The rules state clearly that in all ordinary cases one letter is sufficient. A practice is, however, growing up among the Masters which compels the plaintiff's solicitor to write two letters and enclose in the second letter another copy of the writ. I have had several experiences of this kind, and in a case which I have just had which was quite ordinary and where the affidavit showed that the defendant had almost certainly received a copy of the writ on the first call, the Master ordered another letter to be written with another copy of the writ enclosed. It seems to me that if the Masters are right, and presumably they are entitled to use their own discretion, the rules should be amended. It is not fair to a practitioner to put him to the expense of another affidavit, to say nothing of the loss of time, which in such cases, is frequently of considerable importance.

Strand, W.C.2. A. GLENTON LEWIS.
14th October.

Reviews.

John Williams of Gloddaeth. By His Honour Judge IVOR BOWEN, K.C. Illustrated. 1929. Medium 8vo, pp. 91. The Honourable Society of Cymmrodorion, New Stone-buildings, Chancery-lane.

"The only history which is worth reading is that written at the time of which it treats," observes the learned County Court judge, a reprint of whose address we are asked to review. One need only read His Honour's account of Lord Keeper Williams' life to become convinced of the inaccuracy of this observation. John Williams, Lord Keeper of the Great Seal of England, Dean of Westminster, Lord Bishop of Lincoln, Lord Archbishop of York and Bencher of The Honourable Society of Gray's Inn, was a remarkable man—a man whose history is well worth careful study. The true lessons of that history and the real personality of such a man could not be properly gauged by contemporaries in an age of violent partisanship.

Many kinds of historians will find matters of interest in Judge Ivor Bowen's study. The legal historians cannot but be interested in the life of "the last of the long line of ecclesiastical chancellors," who, "relying upon excellent advisers and on his marvellous industry" succeeded, without practically any previous legal training, "in discharging his judicial duties creditably." It may, perhaps, be questioned whether any one of the Chancellors of the seventeenth century "had practically no guide but his own conscience to direct him." It will be observed that Lord Keeper Williams in the speech he made after being sworn promised to pay due regard to the work of his predecessors; and there are several equitable doctrines (such as the equity of redemption) the germs of which can be definitely traced to the early years of the seventeenth century.

The ecclesiastical historian will be naturally attracted to a study of Archbishop Williams owing to his difference with Archbishop Laud and his views on Puritanism.

His life is obviously a fair field of study for the political and constitutional historian.

Finally any one who is interested in Welsh history will find around John Williams many valuable clues to a study of the effect of the Tudor policy as respects Wales and of the part played by Welshmen in the struggle between Charles I and parliament.

Judge Bowen has rendered a valuable service by reprinting the contents of (thus making available to the general reader) certain important manuscripts as well by giving a most interesting account of one who, like himself, was a distinguished Bencher of the Ancient and Honourable Society of Gray's Inn.

A UNIVERSAL APPEAL.
TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Books Received.

Willis & Oliver's Roman Law Examination Guide for Bar and University. Questions and Answers. Fourth Edition. By J. W. Cecil Turner, M.A., LL.B., Barrister-at-Law and Fellow of Trinity College, Cambridge. Demy 8vo. pp. 338 and (Index) 19. 1929. London: Butterworth & Co. (Publishers), Ltd. 15s. net.

Reminders on Reversions, being a Summary of the Law and Practice relating to the Investigation of Title to and the completion of Purchases and Mortgages of Life and Reversionary Interests and Policies of Life Assurance. Andrew H. Withers, Barrister-at-Law. Demy 8vo. pp. xxiv, 90 and (Index) 9. 1929. London: Butterworth & Co. (Publishers) Ltd. 21s. net.

The Law relating to Husband and Wife, Engagements to Marry, Divorce and Separation, &c. G. F. Emery, LL.M., Barrister-at-Law. Crown 8vo. pp. xii and 110. 1929. London: Effingham Wilson. 4s. 6d. net.

Elements of English Law. By the late W. M. Geldart, M.A., B.C.L., Barrister-at-Law, Fellow of All Souls' College and Vinerian Professor of English Law at Oxford. Revised Edition. Sir William Holdsworth, K.C., D.C.L., Hon. LL.D., F.B.A., Fellow of All Souls' College and Vinerian Professor of English Law at Oxford: Reader in Equity in the Inns of Court; Bencher of Lincoln's Inn. Foolscap 8vo. pp. (with Index) 256. 1929. London: Thornton, Butterworth, Ltd. 2s. 6d. net.

The Romance of a Bookshop, 1904-1929. "Dedicated to the General Public who, by placing their confidence in the firm, have contributed to the success and progress herein recorded." Illustrated. Large crown 8vo. pp. 56. 1929. London: Foyles, Ltd., Charing Cross-road.

Conveyancing Practice. A manual for the Practitioner and the Student. Bickerton Pratt (Lecturer on Real Property and Conveyancing for the London County Council). Crown 8vo. pp. 204 (with Index). 1929. London: H. F. and G. Witherby. 7s. 6d. net.

Shipping Documents. Second Edition. A. J. Hodgson, M.A. (Cantab), LL.B. (Liverpool), Barrister-at-Law. Crown 8vo. pp. viii and (with Index) 164. 1929. London: Effingham Wilson. 5s. net.

Local Government, 1929, *comprising all Statutes, Orders, Circulars, Memoranda and Cases and numerous Departmental Decisions affecting Local Authorities.* Edited by F. C. Allworth, M.B.E., F.R.G.S., of the Ministry of Health. Demy 8vo. pp. xv, 685 and (Index) 16. 1929. London: Butterworth & Co. (Publishers, Ltd. 42s. net.

A Treatise on The Law of Income Tax designed for the Use of the Taxpayer and his advisers, with the Income Tax Acts appended. Fourth edition. E. M. Konstam, K.C. Medium 8vo. pp. lxxii and (with Index) 672. 1929. London: Stevens & Sons Ld. and Sweet & Maxwell, Ld, £2 2s. net,

The English and Empire Digest. With Annotations. Vol. xliii. Trade and Trade Unions to Water Supply. 1929. London: Butterworth & Co. (Publishers), Ld.

Everyday Statutes Annotated. An abridgement containing Statutes of Practical Utility in force on 1st January, 1929. With Notes of Cases on their interpretation. S E. Williams, Barrister-at-Law. Vol. iii. "Lands Clauses" to "Settled Land." Medium 8vo. pp. 1867 to 2736. Vol. iv "Shipping" to "Wills," "Companies." pp. 2737 to 3686 (with Index). 1929. London: Sweet & Maxwell, Ld.; Stevens & Sons, Ld. Per set of Four Vols. £8 8s. net.

Leading Cases on Various Branches of the Law, with Notes. John William Smith. Thirteenth edition, by Sir Thos. Willes Chitty, Bart., K.C., A. Thompson Denning and Cyril P. Harvey, Barristers-at-Law. In two vols. Medium 8vo. Vol. I, pp. ccxlvii and 916; Vol. II, pp. vi and (with Index) 937. 1929. London: Sweet & Maxwell, Ld. £4 10s. net.

The Bloody Assize. His Honour Sir Edward Parry. Illustrated. Medium 8vo. 300 pp. (with Index). 1929. Ernest Benn, Ld. 21s. net.

The Principles of Equity. By A. M. Wilshere, M.A., LL.B. Second edition, by L. B. Tillard, Barrister-at-Law. Demy 8vo. pp. xxvi and 600 (with Index). 1929. London: Sweet & Maxwell, Ld., £1 2s. 6d. net.

Maxwell on the Interpretation of Statutes. By the late Sir Peter Benson Maxwell, Chief Justice of the Straits Settlements, and Legal Administrator in Egypt, 1883-4. Seventh edition, by G. F. L. Bridgeman, Barrister-at-Law. Medium 8vo pp. cxi and (with Index) 372. 1929. London: Sweet & Maxwell, Ld. £1 12s. net.

A Practical Guide to the Duties and Liabilities of Trustees in Bankruptcy and Trustees under Deeds of Arrangement. Alma Roper, Barrister-at-Law. Large Crown 8vo. pp. lii and (with Index) 771. London: Sweet & Maxwell, Ld. £2 2s. net.

Judge Jenkins. The Learned, Loyal and Courageous Judge who was kept Prisoner in the Tower, Newgate and Elsewhere for Many Years after being sentenced to Death by the House of Commons. Collected and Edited by William H. Terry, Barrister-at-Law. Demy 8vo. 176 pp. 1929. London: Grant, Richards & Humphrey Toulmin. 10s. 6d. net.

Tudor on Charities. A Practical Treatise on The Law Relating to Gifts and Trusts for Charitable Purposes. Fifth edition. by H. G. Carter, M.A., and F. M. Crawshaw, B.A., LL.B. Barristers-at-Law. Medium 8vo. pp. lxxii and (with Index) 827. 1929. London: Sweet & Maxwell, Ld. £3 3s. net.

All you Need for the Bar Final. A Condensed Cram Book by Graham Brooks, Barrister-at-Law. Containing Notes and Lists of Cases regarding (i) The Law of Torts, (ii) The Law of Contract, (iii) The Principles of Equity, (iv) The Law of Civil Procedure, and (v) The Law of Evidence, together with an Appendix giving Specimens of Pleadings. Second Edition. Demy 8vo. pp. v and 137. 1929. London: Sweet & Maxwell. 5s. 6d. net.

An Analysis of the Twentieth Edition of Snell's Principles of Equity with Notes thereon. E. E. Blyth, B.A., LL.B. (Lond.), Solicitor. Fourteenth edition. Demy 8vo. pp. xxii and (with Index) 280. 1929. Sweet & Maxwell, Ld. 10s. 6d. net.

Town Planning and Housing. Randolph A. Glen, M.A., LL.B. (Cantab.), Barrister-at-Law. Editor of *Glen's Public Health,*" 1925 edition, "*Glen's Local Government Act,* 1929," etc. Being the two Series of Articles reprinted from *The Solicitors' Journal,* and brought up to date. With Full Index, in two parts. Demy 8vo. pp. xx and 112 (with Index). 1929. London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Ld. 6s. net.

This Age of Plenty—its Problems and their Solution. C. Marshall Hattersley, M.A., LL.B. (Author of *The Community's Credit.*) Foolscap 8vo. pp. 300 (with Index). 1929. London: Sir Isaac Pitman & Sons, Ld. 3s. 6d. net.

New York University Law Quarterly Review. September, 1929. Vol. vii, No. 1. Washington Square East, New York City.

The British Year Book of International Law. 1929. Tenth year of issue. With General Index. 1920-29. Medium 8vo. pp. vi and (with Index) 338. London: Humphrey Milford, Oxford University Press. 18s. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Owner of Quarry, whether Liable for Nuisance by Licensee?

Q. 1747. A is the owner of a quarry. B works it on a royalty basis. There is no written agreement whatsoever between A and B and B can work the quarry or not as he pleases. C has recently built a house near the quarry and complains that the blasting operations carried on by B are a danger to himself and others. In the event of C or anyone else meeting with an accident could A in any way be made responsible?

A. What is needed is a leading case on this very point. In *Harris* v. *James* [1867], 45 L.J. Q.B. 545, the lessor of a limekiln was held liable for nuisance by smoke as the emission of smoke was the necessary consequence of the user of the property as contemplated by the demise. The case here seems stronger against A, as he is apparently the occupier, and B only a licensee (see *Phillips* v. *Thomas*, 62 L.T. 795, a case of an owner licensing land for use by proprietors of merry-go-rounds).

The opinion is given on the strength of these authorities that A would be liable for a nuisance, if one was proved to exist, on the ground that blasting is the ordinary way of getting the stone from the quarry.

Conflict between Building Restrictions and Town Planning Schemes.

Q. 1748. A client is purchasing a piece of land for development, subject to certain restrictions. The plan on the conveyance to him shows a line, parallel to the road frontage, marked "Building line 30 feet." There is no reference to the building line elsewhere in the deed. Under the provisions of the local town planning scheme (in force before contract entered into) the road in question is to be widened so as to take in approximately twenty-five feet of the land. In these circumstances can the vendor insist that any building to be erected be set back thirty feet from the new road frontage (that is, fifty-five feet from the original frontage), or does the building line remain unaltered in relation to the depth of the land, so as to enable the purchaser to erect buildings only five feet back from the road as widened?

A. It is not considered that the plan of itself imports any restriction. It would perhaps be better to assume that the land was sold under a contract providing for a restriction against building in front of the line, and that the restriction was inadvertently omitted, in which case the vendor could claim rectification.

Assuming this in favour of the vendor, the town planning scheme cannot affect the vendor's rights so as to give him power to insist on buildings being set further back on the land than stipulated for in the original restriction, which had regard, it is presumed, to the existing road.

It is quite usual, however, for a town planning scheme to provide for a building line, and it should be seen that there is no such restriction in the scheme in question. Also, if some other house is built first and set back further, the local authority may prescribe the front of such house as the building line.

Landlord and Tenant—Fraudulent Removal of Goods—Whether Remedy Affected by Rent Restrictions Acts?

Q. 1749. A is the tenant of a house to which the Rent and Mortgage Acts apply. He gets into arrear with his rent and leave is sought from the county court to distrain therefor. After service of summons and before the hearing of the application for leave to distrain, A fraudulently removes his goods, contrary to ss. 1 to 4 of the Distress for Rent Act, 1737. Can the landlord succeed in an action under ss. 3 and 4 of the Distress for Rent Act claiming double the value of the goods removed, before two justices? The obstacle would appear to be that, there being no present right of distress, the removal of the goods could not be to avoid such distress, and the only answer thereto which we have been able to discover is, that under *Stanley* v. *Wharton*, 10 Price, 138, it need not be proved that a distress was contemplated. Can any authority subsequent to the Rent Acts be furnished? If not, what is the legal position in the absence of such authority?

A. There is, it is believed, no "authority" on the question. We can, however, see no reason why the same remedies should not exist under the Landlord and Tenant Act, 1737, as for non-controlled houses. When an order giving leave to distrain has been made the landlord has all the rights he would have if the property were outside the Acts; it seems these must necessarily include a right to follow the removed goods within thirty days and by the same reasoning the right to an order under s. 4, providing the essential fact that the goods were removed by the tenant with the object of providing a distress is proved. The absence of an order giving leave to distrain could, it is considered, only be material on the question of the removal not being fraudulent.

Appointment of New Trustee in Place of One Abroad —Transfer of Stock and Mortgage.

Q. 1750. A and B are executrices under the will of X deceased and as such they hold War Stock, 1929-47 and a small mortgage. The whole estate is held in trust for A for life, and after her death for her children in equal shares. B, one of the executrices, is out of the United Kingdom, somewhere in Australia, where she has lived for more than twelve months. A, the remaining executrix, wishes to sell some War Stock, and re-invest the proceeds. She also wishes to have another trustee appointed in place of B. I shall be obliged if you will give me your opinion as to whether an appointment of a new trustee executed by A and containing a statement that B has been out of the United Kingdom more than twelve months, would be sufficient to pass the legal estate in the War Stock and mortgage under s. 38. of the Trustee Act, 1925 (or under any other clause), in place of B, without B joining or without applying to the court. The trustee A wishes to sell the stock as soon as possible, and to avoid the delay in applying to the court or forwarding a deed to "B" for execution. I notice s. 38 of the Trustee Act refers to a new trustee appointed for any purpose connected with land without reference to any other investment, and this may have some bearing on the question.

A. Assuming the administration of the estate is complete, the executrices have become trustees, and a new trustee can be appointed under s. 36 in place of B. Application can then be made to the court under ss. 48 and 51. There is no other way of effecting a transfer of the War Stock and the security for the mortgage. If the court is satisfied of the urgency it may make an order without notice to B, otherwise it may require application to B. The mere desire of A to sell out War Stock and reinvest is hardly a matter of urgency, particularly as the new trustee may not be of the same opinion. It is suggested therefore that after the appointment transfers should be sent out to B to execute and no application be made to the court until she makes default.

Owner Rated under Rating and Valuation Act, 1925—Recovery of Rates from Tenant.

Q. 1751. Under s. 11 (9) of the Rating and Valuation Act, 1925, an owner who has to pay a rate under sub-s. (1) of the section is entitled to reimbursement by the occupier of the amount so paid. In a case we have under consideration the tenancy is quarterly. The assessment is £13 per annum, and the assessment committee have decided that the Act shall apply and the owner pay the rates in future. Hitherto they have been paid by the tenant. Will you kindly inform us what is the exact procedure for the owner to adopt to obtain reimbursement by the tenant? If a notice as contained in the First Schedule to the Increase of Rent &c. Act, 1920, has to be given, has any notice to quit also to be given and how is the owner to recover from the tenant the rates the owner has just paid? As the amount of the rates are likely to vary each half year, will it be necessary to serve fresh notices each half year?

A. There is no specified procedure under the Rating and Valuation Act, 1925. The owner should demand the amount paid to the tenant, and if the latter fails to repay the remedy is by county court action. As the house is apparently a non-decontrolled house under the Rent Restrictions Acts, the owner, it is considered, can increase the rent by notice under the Acts. If the tenant is not already a statutory tenant, it is considered better to give a notice to quit first, but a notice of increase alone will be effective under the Rent Restrictions (Notices, etc.) Act, 1923, to increase the rent as from the expiration of the quarter for which notice would have to be given. It is not necessary to serve more than one notice. In any case the common law remedy by action is the only one available for the period intervening before the notice takes effect.

Easement of Light—Implied Grant and Reservation of.

Q. 1752. Two houses, X and Y, form part of a block of house and shop property belonging to A and erected many years ago. In 1923 A sold house X to B, and a year or two later disposed of house Y to C. The kitchen of house X has a window overlooking the yard of house Y, which is its only means of light. The present owner of house Y has been in the habit of drying clothes on a line in the enclosed yard of house Y, the effect of which is to block the light to the kitchen of house X, making it impossible to do any work or use the kitchen in reasonable comfort. The kitchen of house Y has a window overlooking the yard of house X, and is the only window of that kitchen. This formerly had frosted glass, though the present owner has replaced it with transparent glass. There were no exceptions or reservations made as regards the access of light and air in the conveyance of house X, nor was anything mentioned in the conveyance of house Y. Is the owner of house X entitled to a right to light and air through the window of his house, and is he also entitled to prevent the owner of house Y from acquiring a right to light and air through his kitchen window over X's yard. See *Ray* v. *Hazeldine* [1904] 2 Ch. 17; *Wheeldon* v. *Burrows* (1879) 12 Ch.D. 31.

A. The grant to B would carry with it an easement of light over the yard of Y. The only justification C could plead for intermittently blocking the light to X by hanging clothes up would be that this was ordinarily done before the sale to B. He would probably also have to show that B knew of this interference when he bought. Save possibly in this event, B can obtain an injunction against C. The case of *Ray* v. *Hazeldine* should not be too much relied on. County Court judges have to follow it, but it is doubtful if it does not go too far. If, however, C can claim any right as an easement of necessity it must be limited to the user at the time of the conveyance to B. B should give notice to C that unless he replaces the frosted glass, he (B) will block the light by an obstruction set up in the yard.

Societies.

The South-Eastern Circuit Bar Mess.

The South-Eastern Circuit Bar Mess entertained the Solicitor-General, Sir James B. Melville, K.C., to dinner at the Hotel Cecil on Monday 14th inst. Mr. G. Thorn Drury, K.C., took the chair, and proposed the health of the Solicitor-General. The toast of the other guests was proposed by Mr. J. D. Cassels, K.C., and Sir Patrick Hastings, K.C., responded. The Hon. Mr. Justice Eve proposed the toast of "The Circuit," and Mr. C. R. Algar responded; and the toast of "The Chairman" was proposed by Mr. Arthur Denman. Among the other guests were Mr. E. W. Hansell, K.C., and Mr. W. C. Bernard.

The following members of the Circuit were present: Mr. R. C. L. Armstrong Jones, Mr. D. C. Bartley, Mr. F. W. Beney, Sir Henry Curtis Bennett, K.C., Mr. Paul Bennett, V.C., M.C., Mr. Tristram Beresford, Mr. M. L. Berryman, Mr. G. H. Beyfus, Mr. H. C. Bickmore, Miss Bowerman, Mr. J. H. Bowman, Mr. A. M. Bremner, Mr. B. Dutton Briant, Mr. Waldo R. Briggs, Mr. E. H. Cannot, Mr. J. D. Cassels, K.C., Mr. H. F. Cornes, Mr. E. H. Coumbe, Sir Henry Courthorpe Munroe, K.C., Mr. E. W. Cox Sinclair, Mr. A. Crew, Mr. J. H. Critchley, Mr. J. L. Crouch, Mr. M. P. D'Albuquerque, Mr. E. T. Dale, Mr. H. G. L. Davidson, Mr. T. F. Davis, Mr. C. Doughty, K.C., Mr. C. J. A. Doughty, Mr. H. Douglas, Mr. M. I. Finucane, Mr. J. F. Vesey Fitzgerald, Mr. L. S. Fletcher, Mr. A. H. Forbes, Mr. R. Fortune, Mr. W. Frampton, Mr. W. B. Frampton, Mr. F. Gañan, Mr. J. C. Gatley, Mr. F. W. Gentle, Mr. A. W. Goodman, Mr. Alban Gordon, Mr. R. A. Gordon, K.C., Mr. Rowand Harker, K.C., Mr. Heber L. Hart, K.C., Mr. P. H. Heffer, Mr. G. Malcolm Hilbery, K.C., Mr. St. J. Hutchinson, Mr. S. T. T. James, Sir G. W. H. Jones, Mr. C. Weller Kent, K.C., Sir D. M. Kerly, K.C., Mr. A. H. King, Mr. G. F. Kingham, Mr. F. Levey, Mr. C. W. Lilley, Mr. Theo Mathew, Hon. D. Meston, Mr. R. T. Monier Williams, Mr. C. Mullins, Mr. E. H. A. J. O'Donnell, Mr. B. L. A. O'Malley, Mr. D. G. Passmore, Mr. C. H. Pearson, Mr. C. Pitman, K.C., Mr. W. M. Bayne Powell, Mr. J. Ricardo, Mr. C. Samman, Mr. H. Shanly, Mr. R. W. Stevens, Mr. J. Stevenson, Miss V. Stephenson, Mr. Gerald Thesiger, Mr. F. Van den Berg, Mr. Aiken Watson, Mr. H. Bensley Wells, Mr. E. D. Wetton, Mr. G. R. Blanco White, Mr. C. Whiteley, K.C., Mr. E. Jones-Williams, Mr. E. Willoughby Williams, Mr. W. O. Willis, K.C.

Solicitors' Managing Clerks' Association.

Law Classes, Eighth Session, 1929-30.

The Association has arranged the following series of classes for the forthcoming winter and which, by the kind permission of the authorities, will be held at the Royal Courts of Justice.

Applications for tickets (3s. for one course and 5s. for the series) should specify the course the applicant desires to attend, and state his or her name, address, age, and name of employer, and be addressed to the Secretary at the office of the Association, 7, New Court, Lincoln's Inn, W.C.2.

A ticket of membership will be sent on receipt of the prescribed fee, and must be produced when demanded.

Examinations will be held at the end of the session on the subjects dealt with and prizes awarded. Any student attending the classes may sit for the examination.

Winter Session, 1929-30.

Course A.—Each Tuesday, at 6.45 p.m., commencing 15th October, 1929, and ending 17th December, 1929.

Practical Conveyancing.

Lecturer—Mr. W. J. Powsland.

The course is intended as a general introduction to Conveyancing Law and Practice covering the work done in a Solicitor's office in connexion with Sales of Land, viz.:—

Abstracts and Investigation of Title—Preparation of Assurances and completion and (if time permits)—Mortgages and Leases.

Course B.—Each Monday at 6.45 p.m., commencing 13th January, 1930, and ending 17th March 1930.

Practice in the Chancery Division.

Lecturer—Mr. R. W. Everard.

Jurisdiction of the Chancery Division—Actions and Matters assigned—Action commenced by Writ and proceedings therein—Originating Summons and subsequent proceedings—Infants—Administration Action—Construction—Ratification of Deeds—Specific Performance—Foreclosure and Redemption—Debenture Holders Action—

Trustees—Proceedings in Chambers, Accounts and Enquiries, Appointment of Receiver—Further Consideration.

COURSE C.—Each Wednesday at 6.45 p.m., commencing 15th January, 1930, and ending 19th March, 1930.

COMPANIES ACT, 1929.

Lecturer—Mr. JOHN BLACKBURN.

Formation—Preparation of Memorandum and Articles of Association—Capital—Prospectuses and Underwriting—Membership—Duties and Liabilities of Directors—Meetings and Resolutions—Borrowing Powers—Mortgages and Debentures, etc.—Rights of Holders—Winding up.

The London Solicitors' Golfing Society.

The Autumn meeting of this Society was held at R.A.C., Epsom, on Thursday, the 10th inst. Seventy-five entries were received for the meeting and sixty-eight actually competed, which number constitutes a record for the Autumn meetings of the Society. The results follow :—

Society's Scratch Medal—R. W. Ripley, 77.

Mr. C. L. Nordon's Prize—T. E. C. Daniell, 87–12=75.

Richardson Sadler Challenge Cup—G. A. Collins, 82–7=75.

Society Spoon for best nine holes out, handicap limit 11—R. E. Johnson, 36 plus ½=36½.

Society Spoon for best nine holes in, handicap limit 11—S. H. Ackroyd, 37–4=33.

Society Spoon for best nine holes out, handicaps 12–24—M. Beevor, 47–9=38.

Society Spoon for best nine holes in, handicaps 12–24—P. A. Sandford, 41–7=34.

Evelyn Jones Challenge Cups, Foursomes against bogey—R. E. Johnson and C. Bowen, 1 up.

Society Spoons for runners-up—R. E. Attenborough and G. A. Collins, all square.

The following qualified to play off for the Ellis Cunliffe Challenge Vase :—R. H. King, L. Evelyn Jones, G. G. Buckeridge, B. Trayton Kenward, J. A. Attenborough, R. P. Gladstone, G. A. Collins, E. A. Swatton Brooks, M. Beevor, C. E. Green, R. W. Ripley, J. H. Nelson Curtis, E. H. Coe, P. A. Sandford, T. E. C. Daniell, I. Seymour Watts.

It is to be noted with pleasure the number of articled clerks who have recently joined the Society, and others who follow their example will be welcomed.

This is the twenty-fifth year of the Society's existence, and as a result of special efforts thirty-six new members have been obtained since the Annual General Meeting in March last, bringing the total membership up to 310. All enquiries as to membership should be addressed to the Hon. Sec. and Treasurer, H. Forbes White, Bank-buildings, Ludgate-circus, E.C.4, who will be pleased to give any information desired.

The Incorporated Accountants' Students' Society of London.

(AUTUMN SESSION, 1929).

Syllabus of lectures at Incorporated Accountants' Hall, Victoria Embankment, W.C.2 :—

Tuesday, 22nd October : Lecture, "Statistical Administration of Industry," by Mr. A. G. H. Dent, F.S.S. (Chairman, Mr. R. F. Silvester, Incorporated Accountant.)

Tuesday, 12th November : Lecture, "The Changing Gold Standard," by Mr. O. R. Hobson, Editor-in-chief "The Financial News." (Chairman, Sir James Martin, Incorporated Accountant.)

Tuesday, 19th November : Lecture, "Executorship Law and Accountants," by Mr. W. H. Grainger, Chief Accountant, Prudential Assurance Company, Limited. (Chairman, Mr. G. Roby Pridie, Vice-President of the Society.)

Tuesday, 26th November : Lecture, "Some Post-War Economic Problems, by Mr. Philip Vos, M.A., Barrister-at-Law. (Chairman, Mr. M. J. Faulks, M.A., President of the Society.)

The chair will be taken each evening at 6 o'clock precisely.

SOUTH AFRICAN CHIEF JUSTICE.

The *Cape Times* understands that Sir William Solomon, the Chief Justice, has tendered his resignation.

The resignation does not become effective until confirmed by the Government.

Sir William Solomon was appointed Chief Justice of the Union in 1927 in succession to Sir James Rose-Innes.

Circuits of the Judges.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day ; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go, there will be no alterations in the old practice.

The following Judges will remain in town :—The Lord Chief Justice, Avory, J., Rowlatt, J., Roche, J., Talbot, J., and Finlay, J., during the whole of the Circuits ; the other Judges till their respective Commission Days.

AUTUMN ASSIZES, 1929.	S. EASTERN.	NORTH AND SOUTH WALES.	WESTERN	NORTHERN.
Commission Days.	*Horridge, J.* (1) *Swift, J.* (2)	*McCardie, J.* (2) *Wright, J.* (1)	*Charles, J.*	*Humphreys, J.* (1) *Macnaghten, J.* (2)
Saturday Oct. 12	.. ..	Carnarvon	.. ..	.. ..
Monday ,, 14	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 15	Cambridge	.. ..	Devizes ..	.. ..
Wednesday ,, 16	.. ..	Ruthin ..	.. ..	.. ..
Thursday ,, 17	.. ..	.. ..	.. ..	.. ..
Saturday ,, 19	Norwich ..	Chester ..	Dorchester	Carlisle
Monday ,, 21	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 23	.. ..	.. ..	Taunton ..	.. ..
Thursday ,, 24	.. ..	.. ..	.. ..	Lancaster
Friday ,, 25	Bury St. E.	.. ..	.. ..	.. ..
Saturday ,, 26	.. ..	Carmarthen	.. ..	.. ..
Monday ,, 28	.. ..	.. ..	.. ..	Liverpool (2)
Tuesday ,, 29	.. ..	.. ..	Bodmin ..	.. ..
Wednesday ,, 30	.. ..	.. ..		
Thursday ,, 31	Chelmsford	Brecon ..		
Saturday Nov. 2	.. ..	.. ..		
Monday ,, 4	.. ..	Cardiff (2)	Exeter	
Tuesday ,, 5	.. ..	.. ..		
Wednesday ,, 6	.. ..	.. ..		
Thursday ,, 7	.. ..	.. ..		
Friday ,, 8	.. ..	.. ..		
Monday ,, 11	.. ..	.. ..		
Wednesday ,, 13	.. ..	.. ..		
Thursday ,, 14	.. ..	.. ..		
Monday ,, 18	.. ..	.. ..		Manchester (2)
Tuesday ,, 19	.. ..	.. ..		
Wednesday ,, 20	Hertford			
Monday ,, 25	Maidstone			
Tuesday ,, 26	.. ..	.. ..		
Monday Dec. 2	.. ..	.. ..		
Tuesday ,, 3	Guildford	.. ..		
Monday ,, 9	Lewes			

AUTUMN ASSIZES, 1929.	OXFORD.	MIDLAND.	N. EASTERN.
Commission Days.	*Acton, J.*	*MacKinnon, J.*	*Branson, J.* (2) *Hawke, J.* (1)
Saturday Oct. 12	Reading	.. ..	.. ..
Monday ,, 14	.. ..	Aylesbury ..	
Tuesday ,, 15	.. ..	.. ..	
Wednesday ,, 16	.. ..	.. ..	
Thursday ,, 17	Oxford ..	Bedford	
Saturday ,, 19	.. ..	.. ..	
Monday ,, 21	Worcester	Northampton	
Wednesday ,, 23	.. ..	.. ..	
Thursday ,, 24	.. ..	Leicester ..	
Friday ,, 25	Gloucester	..	
Saturday ,, 26	.. ..	..	
Monday ,, 28	.. ..	..	
Tuesday ,, 29	.. ..	Lincoln	
Wednesday ,, 30	Monmouth	..	
Thursday ,, 31	.. ..	.. ..	
Saturday Nov. 2	.. ..	Nottingham	
Monday ,, 4	Hereford	.. ..	
Tuesday ,, 5	.. ..		
Wednesday ,, 6	.. ..	..	
Thursday ,, 7	Shrewsbury	Derby	
Friday ,, 8	.. ..	..	
Monday ,, 11	Stafford ..	.. ..	
Wednesday ,, 13	.. ..	Warwick ..	
Thursday ,, 14	.. ..	.. ..	
Monday ,, 18			
Tuesday ,, 19			
Wednesday ,, 20			
Monday ,, 25			
Tuesday ,, 26	.. ..	.. ..	
Monday Dec. 2	Birmingham (2)		
Tuesday ,, 3	.. ..	.. ..	
Monday ,, 9	.. ..	.. ..	

COMPLIMENTARY DINNER TO SIR WILLIAM WATERLOW.

The London Master Printers' Association are giving a complimentary dinner to Sir William A. Waterlow, solicitor, the new Lord Mayor, at the Hotel Metropole, on Thursday, 21st November. Sir William was admitted in 1896.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT NO. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
Monday, Oct. 21	Mr. Blaker	Mr. Andrews	Mr. Ritchie	Mr.*Blaker
Tuesday ...22	More	Jolly	Blaker	Jolly
Wednesday 23	Ritchie	Hicks Beach	Jolly	*Ritchie
Thursday ..24	Andrews	Blaker	Ritchie	Blaker
Friday 25	Jolly	More	Blaker	*Jolly
Saturday ...26	Hicks Beach	Ritchie	Jolly	Ritchie

DATE.	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.
Monday, Oct. 21	Mr. Jolly	Mr. Hicks Beach	Mr. More	Mr. Andrews
Tuesday ...22	*Ritchie	Andrews	*Hicks Beach	*More
Wednesday 23	*Blaker	More	*Andrews	Hicks Beach
Thursday ..24	*Jolly	Hicks Beach	*More	*Andrews
Friday 25	Ritchie	Andrews	*Hicks Beach	More
Saturday ...26	Blaker	More	Andrews	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The CHRISTMAS VACATION will commence on Tuesday, the 24th day of December, 1929, and terminate on Monday, the 6th day of January, 1930, inclusive.

MICHAELMAS SITTINGS, 1929.

COURT OF APPEAL.

IN APPEAL COURT NO. 1.

Monday, 14th October.—Exparte Applications (in Appeal Court II).
Tuesday, 15th October.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Chancery Final Appeals.
Wednesday, 16th October and until further notice.—Chancery Final Appeals.

IN APPEAL COURT NO. 2.

Monday, 14th October.—Exparte Applications.
Tuesday, 15th October.—Exparte Applications, Original Motions, Interlocutory Appeals and, if necessary, Final Appeals from the King's Bench Division.
Wednesday, 16th October and until further notice.—Final Appeals from the King's Bench Division.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

Group I.—In Causes and Matters assigned to Mr. Justice EVE, Mr. Justice ROMER and Mr. Justice MAUGHAM.

Mr. Justice EVE.
(The Non-Witness List.)

Mondays.....Chamber Summonses.
Tuesdays....Mots, sht caus, pets, fur cons and adjd sums.
Wednesdays..Adjd sums.
Thursdays...Adjd sums.
Lancashire Business will be taken on Thursdays, the 17th and 31st October, the 14th and 28th November and the 12th December.
Fridays ....Mots and adjd sums.
(N.B.—Mr. Justice Eve's last motion day this Sittings will be Thursday, 19th December.)

Mr. Justice ROMER.
(The Witness List. Part I.)

Monday, 14th October.—Exparte Applications.
Tuesday, 15th October. — Companies (Winding up) business.

During the remainder of the Sittings:—
Mondays. — Companies (Winding up) Business.
Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I. (*Actions, the trial of which cannot reasonably be expected to exceed 10 hrs.*)

Mr. Justice MAUGHAM.
(The Witness List. Part II.)

Mr. Justice Maugham will sit daily for the disposal of the List of longer Witness Actions.

Group II.—In Causes and Matters assigned to Mr. Justice ASTBURY, Mr. Justice CLAUSON and Mr. Justice LUXMOORE.

Mr. Justice ASTBURY.
(The Non-Witness List.)

Mondays.....Chamber Summonses.
Tuesdays....Mots, sht caus, pets, procedure sums, fur cons and adjd sums.
Wednesdays..Adjd sums.
Thursdays...Adjd sums.
Fridays ....Mots and adjd sums.

Mr. Justice CLAUSON.
(The Witness List. Part II.)

Mr. Justice Clauson will sit daily for the disposal of longer Witness Actions.

Mr. Justice LUXMOORE.
(The Witness List. Part I.)
(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays, Tuesdays, Wednesdays, Thursdays, Fridays } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 21st October 11th November and 9th December.
Bankruptcy Motions will be taken on Mondays, the 28th October, 18th November and 16th December.
A Divisional Court in Bankruptcy will sit on Wednesdays the 30th October and 11th December.

THE COURT OF APPEAL.

MICHAELMAS SITTINGS.

A List of Appeals for hearing, entered up to Saturday, 28th September, 1929.

FROM THE CHANCERY DIVISION.

(Final List.)

Brooks v The Associated Portland Cement Manufacturers Co and The Associated Portland Cement Manufacturers ld v Brooks & ors
Egan v Att-G
Re The Arbitration Act 1889 Barclay claimant) v Meyler
Societe Anonyme Servo-Frein Dewandre v Citroen Cars ld
Same v Same
Burton v Associated Greyhound Racecourses ld
Companies (Winding up) Re Arthur Vigor ld Re Companies (Consolidation) Act 1908
Att-G v Sunderland Corporation
Carrington v Kidson
Green v Whitehead
Re Anziani dec Herbert v Christopherson
Re Kempthorne dec Charles v Kempthorne
Re Same Same v Same
Re Weld Wolseley v Weld
Andrews v United Steel Wire Mills ld
Ward v Somerville

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re a Debtor (No. 553 of 1929) Expte the Debtor v The Petitioning Creditor & the Official Receiver
Re Merritt Expte The Official Receiver & Trustee v J W Pullin
Re a Debtor (No. 458 of 1929) Expte the Debtor v The Petitioning Creditor & the Official Receiver
Re McCreagh Expte M C McCreagh v The Official Receiver and Trustee

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List)

Divorce Prinsep M K W v Prinsep A L
Divorce Coldman W E v Coldman M E Bolt co respondent

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Re The Arbitration Act 1889 Barclay v Meyler (to come on with Final Appeal)
Divorce Newberry O A v Newberry V J
Divorce Richardson E E v Richardson J B C
Divorce Elliott C M v Elliott J T G
Royal Worcester Corset Co v A & E Franklin ld

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

Re Hudson Jones v Rubin
Re Companies' Acts 1908 to 1928 Re Warwick Mill (1920) ld

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Vidler v Sasun
Universal Pictures Corpn v Greenhill
Same v Same
Stumbles v Whitley
Service v Sundell
Smee v Verden
Silver v The Ocean Steamship Co ld
Rosen v Rundle
Cooper v Swadling
Hill v Booth
Bellamby's Wharf & Dock Co ld v Field & Co. (Fruit Merchants) ld
Fraser v Wright
The Cosmopolitan Shipping Co (Inc) v Hatton and Cookson ld
Lynch v Mollard
Jones v The Great Western Railway Co
Tolley v J S Fry & Sons ld
Humphries v Schmidt
Martin v Chapman
Bacon v Hanington
The Administrator of German Property v Robinson
Champness Hurley ld v N V Dakpannenfabriek de Valk
Shashoua v Sentry Safety Control Corpn
Union Jack Photo Plays ld v Diamond
Albanian National Brewery ld v Baylis
Marks v Roberts
Dickinson v Solar (Mobile & General Insce Co ld, third party)
Barnett v Powell Duffryn Steam Coal Co ld
Sampson v The Abstainers' & General Insce Co ld
Napoleon Films ld v Ardwick Picture Theatre ld
Pryce v Deeley
North British Artificial Silk ld v The Tokenhouse Securities Corpn ld
Kelly v James Currie & Co
Galvin v Liverpool Corpn
The King v General Medical Council (Ex parte Kynaston)
Hales v Times Publishing Co ld

FROM THE KING'S BENCH DIVISION.

(Revenue Paper—Final List.)

Rowson v Stephen (Inspector of Taxes)

FROM THE KING'S BENCH DIVISION.

(Interlocutory List)

Robersons ld v D'Arcy
Barclays Bank ld v Hale
Newell v Hanington
Re Judgments' Extension Act, 1868 Johnstone v Johnstone
Goschens & Cunliffe v Ascoli

FROM THE ADMIRALTY DIVISION.

(Final List.)
With Nautical Assessors.

Palembang—1928—Folio 207 Owners of ss Pakeha v Owners of ss Palembang
Otranto—1928—Folio 275 Owners of ss Kitano Maru v Owners of ss Otranto
Same Same v Same
Re Tovarisch—1928—Folio 176 Owners of S.S. Alcantara v Owners of sailing ship Tovarisch

(Interlocutory List)

Crispin—1918—Folio 700 Owners of ss Benshaw v Owners of ss Crispin

RE THE WORKMEN'S COMPENSATION ACTS.

(From County Courts.)

W J Elliott ld v Hobbs
Dixon v Sutton Heath & Lea Green Collieries ld
Williams v Englefield Collieries ld
West Leigh Colliery Co ld v McNeil
Doncaster v R Sudlow & Sons ld
Bevan v The Gravesend Steel & Tinplate Co ld
Congdon v Cox & Co (Engineers) ld
Leonard v Redbrook Tinplate Co ld

HIGH COURT OF JUSTICE.—CHANCERY DIVISION.

For the purpose of securing the more speedy disposition of business and especially of the shorter Witness Actions, the Judges of the Chancery Division are divided into two groups of three each, and there are three lists, namely: The Non-Witness List, The Witness List Part I, into which the shorter Witness Actions will go, and the Witness List Part II, into which the longer Witness Actions will go.

GROUP I:—Mr. Justice EVE, Mr. Justice ROMER and Mr. Justice MAUGHAM.

GROUP II:—Mr. Justice ASTBURY, Mr. Justice CLAUSON and Mr. Justice LUXMOORE.

MICHAELMAS SITTINGS, 1929.

GROUP I.

Mr. Justice EVE will take the Non-Witness business as set out in the Michaelmas Sittings Paper.

Mr. Justice ROMER will take Part I of the Witness List. Companies (Winging up) business will be taken on each Monday.

Mr. Justice MAUGHAM will take Part II of the Witness List.

GROUP II.

Mr. Justice ASTBURY will take the Non-Witness business as set out in the Michaelmas Sittings Paper.

Mr. Justice CLAUSON will take Part II of the Witness List.

Mr. Justice LUXMOORE will take Part I of the Witness List. Bankruptcy business will be taken as announced in the Michaelmas Sittings Paper.

GROUP I.

Set down to September 28th, 1929.

Before Mr. Justice EVE.

Adjourned Summonses.

Re Marconi's Wireless Telegraph Co ld General Electric Co ld v Marconi's Wireless Telegraph Co ld
Re Aylward Taylor v Royal Scottish Nursing Home
Re Norton Garrard v Crosse
Re White Pitman v White
Re England England v England
Re Gonner's Agreement Gonner v Gonner
Re Phillips Pyke v Veali (restored)
Re Eversley Ponsonby v Stanmore
Re de la Rue De la Rue v De la Rue
Re Arnold Reade v Arnold
Re Bottle Walter v Talbot
Re Band & re Solicitors' Act, 1843
Re Tunnicliffe Tunnicliffe v Tunnicliffe
Re Coghlan Archer v Grennon
Re Lister Gale v Fisher
Re King Henshall v Anderson
Re Peacock Peacock v Peacock
Re Dearden Re Manor & Lordship of Rochdale & re Settled Land Act 1925
Re Tebbutt Public Trustee v Milne
Re Bucknall Todd v Harrison
Re Morse Morse v Morse
Re Savage & re Trustee Act, 1925
Re Guy Guy v Wilkinson
Re Rubbins Henderson v Selby
Re Brixey Vallette v Brixey
Re Pawson's Settlement & re Settled Land Act, 1925
Re Kerman Collins v Kerman
Re de la Rue De la Rue v De la Rue
Re ss New York Maru The Salvage Assoc v Suzuki & Co ld
Re Pink Royal Exchange Assce v Waters
Re Mills Winckworth v Simms
Re Morison Tucker v Morison
Re De Freville De Freville v De Freville
Re Wiltshire Head v Wiltshire (restored)
Re Wilkinson Heppel v Walburn

Before Mr. Justice ROMER.

Retained Witness Actions.

Cressey v Butterley (fixed for Oct 16)
Barnes v Same (fixed for Oct 16)

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Dunn-Gardner v Thorburn
Robinson v Nichols
Morris v Brown
Le Mercier v Thomas Cook & Son ld
Hall-Walker v Scott-White
Wilson v Home Freeholds Co ld
Cummings v E M Denny & Co ld (s.o. for commission)
Bishop of Lichfield v Lambert
Combe v Combe
Vaughan-Jones v Park
Empire Kinema (Lewisham) ld v Trans-Atlantic Productions Co ld
Carstairs v Trevanion
Wiseburgh v Barclays Bank ld
Schwartz v Lougher
Thorpeness ld v Davison
The Cannon Brewery Co ld v Whiteman
Blythe v Engineers' Club (London) ld
A M Kemp-Gee ld v Hillman
Short v Stone
Re International Rubber Manufacturing Cold Grimston Trust ld v The Company (with witnesses)
Roscoe v Stanford
Re Banks Miles v Banks
Patten v Bagnall
Re Jones Jones v Pickett
Swift of Coventry ld v Pearce
Round v Marsh (with witnesses)
Fuidge v George
Ladies' Hosiery & Underwear ld v Parker
Boon v Porter
Giron-Conland v Myers
Baker v Weatherell
Simon v Jones
Weaver v Coley
Wade v Ashby Contractors ld
William H Hope (Luton) ld v Hope
Re Sproston Sproston v Sproston (with witnesses)
Millard v Bremner
Davies v Davies
Flexman v Corbett
Westminster Bank ld v Gray
Smeed v Grant (restored)
Stock v Baburizza & Co ld
Seare v Morgan
Costa v Dale
Re Lachowsky ld & re Companies (Consolidation) Act, 1908
Re Jackson Jackson v Jackson
Gloyn v Adams
Ollerhead v Boulton
Horlock v Horlock
Midward Trust ld v Saville
B & L Powdered Fuel ld v Griffin
Deposit & Securities Corpn ld v A M Kemp-Gee
Birmingham Corpn v Ford
Allen v Venn
Young v Clapson
Wheeler v Branson
Marshall v Baxter

COMPANIES (WINDING UP).

Alliance Bank of Simla ld (petn of L W Warlow-Harry—ordered on May 6, 1924, to s.o. generally)
Robert Young's Construction Co ld (petn of London Asphalte Co ld—s.o. from Jan 20, 1925—liberty to apply to restore)
H A P P Tanning Co ld (petn of J B Maclean and ors—ordered on June 2, 1926, to s.o. generally
Trinidad Land & Finance Co ld (petn of A H Clifford & anr, trading as Clifford & Clifford—ordered on June 15, 1926, to s.o. generally)
Dillwyn Colliery Co ld (petn of E E Bevan—ordered on Oct 15, 1928, to s.o. generally—liberty to restore)
G U Price & Co ld (petn of Canada Steamship lines ld & anr)
R A Bateman ld (petn of Haycock Press ld)
A W Goddard & Son (Covent Garden) ld (petn of Simon Haynes Barlas & Ireland, a firm)
Clayton Wagons ld (petn of Seth Bennett & Co ld)
Ledbury Syndicate ld (petn of F G Kirby)
Shaw & Jackson ld (petn of Pilot Manufacturing Co ld)
Carters Commercial Oil Co ld (petn of Lubricating & Fuel Oils ld)
Q T S ld (petn of Percy L Browne & Son a firm)
Gray's Inn Trading Co ld (petn of C W Walker, trading as C T Walker & Son)
Saüle ld (petn of Lavorel Freres et Cie)
Neverest Automatic Supply ld (pet of Imperial Tobacco Co (of Great Britain & Ireland) ld) Buckingham Brick & Tile Co ld (petn of L M Bayliss & anr)
Rizkalla & Co ld (petn of Imperial Tobacco Co (of Great Britain & Ireland) ld)
British Brunswick ld (petn of Brunswick Balke Collender Co)
British Photophone ld (petn of S C Holt & anr)
Production Appliances Co ld (petn of M C Steedman)
"J M" Motor Fenders ld (petn of Scott Advertising Service ld)
Paulista Land Timber & Railway Co ld (petn of D S De Lauvad)
Thomas Riley ld (petn of J J Bate & Son ld)
Elite Costumiers ld (petn of Kinross ld)
House Builders Association ld (petn of D Kerman)
Wyndham's Commercial Agency ld (petn of J R Offer & Son ld)
Joint Stock Development Trust ld (petn of W T Anderson)
Electramonic Co ld (petn of Celestion ld)
Phœnix Press ld (petn of E C Wray & anr)
Childs & Sheffield ld (petn of D McColl)
Sleigh Bros ld)petn of L Wilkinson & Co ld)
Gramophone Cabinet Manufacturers ld (petn of Mumford Bailey & Preston ld)
Century Trust ld (petn of Maple & Co ld)
Margot Swabey ld (petn of M Swabey)
M C Construction Co ld (petn of F Gray)
Austin Friars Trust ld (petn of Corporation & General Securities ld)
Corporation & General Securities ld (petn of Marquis of Winchester)
Oak Investment Corporation ld (petn of H J George)
Dundee Trust ld (petn of J Rissage & ors)
Dundee Trust ld (petn of J W Bland)
Newton Trust ld (petn of E W Lea)
British Safety Glass Co ld (petn of A Tarlo)
Heal & Jones ld (petn of D Gestetner ld)
Porchester Trust ld (petn of G I Russell & anr)
Goughs Garages ld (petn of Russian Oil Products)
Retail Trade Securities ld (petn of Marquis of Winchester)
Alldays Commercial Motors ld (petn of United Automobile Services ld)

Chancery Petitions.

Paul Ruinart (England) ld and reduced (to confirm reduction of capital)
Wright Brothers ld & reduced (same)
Allen Priest & Sons ld & reduced (same)
Bacures Iron Ore Mines ld & reduced
John L Green ld & reduced (same)
Marbella Iron Ore Co ld & reduced (same)
Crosthwaite Engineering & Furnace Co ld & reduced (same)
Boons Stores ld & reduced (same)
John Dickinson & Co ld (to confirm alteration of objects)
Bradford Chamber of Commerce (Incorporated) (same)
Schools Trust ld (same)
E W Rudd ld (to confirm reorganisation of capital)
Ceara Gas Co ld (to sanction Scheme of Arrangement and confirm reduction of capital)
Decus ld (to restore name to register)

Companies (Winding up) Motions.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on March 15, 1921 to stand over generally)
H C Motor Co ld (ordered on 5th July 1921, to s.o. generally)
R Maurice & Co ld (ordered on 5th April, 1927 to s.o. generally)

Adjourned Summonses.

Companies (Winding up).

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—retained by Mr. Justice Astbury)
Fairbanks Gold Mining Co ld (ordered on July 26, 1921, to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16, 1921 to s.o. generally)
Atkey (London) ld (ordered on Jan. 22, 1924 to s.o. generally)
Direct Fish Supplies ld (ordered on Feb 3, 1925 to s.o. generally)
National Benefit Assurance Co ld
W H Staynes & Co (Tanners) ld
Greater Britain Insurance Corporation ld
Cooper Bond ld
Mayfair Four Wheel Hydraulic Jacks ld (with witnesses)

Burton Brewery Co ld
City Equitable Fire Insurance Co ld (appln of Riunione Adriatica di Sicurta of Trieste)
Same (appln of Liverpool Marine and General Insurance Co ld)

CHANCERY DIVISION.

French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2, 1914 to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3 1923 to s.o. generally)
Economic Building Corpn ld (ordered on July 3, 1923 to s.o. generally)
Gwynnes Engineering Co ld Knowles v Gwynnes Engineering Co ld (appln of Associated British Manufacturers (Egypt) ld)
Same Same v Same (appln by Pltff)

Before Mr. Justice MAUGHAM.

Retained Adjourned Summons.

East Kent Light Railway v East Kent Colliery Co ld

Witness List. Part II.

Gowen v Crisp
Re Colbourne Colbourne v Millington
Terry v Gaumont-British Picture Corpn ld
Blades v Brown
Re The Curran Metals & Munitions Co ld and Re Companies (Consolidation) Act, 1908
Oxford Corporation v Oxford Electricity Co ld
Re Goodman Goodman v Holland
Re Imperial Chemicals Industries ld & Re Patents and Designs Act, 1907 to 1919
Re Same & Same
Hartmann v Konig
Re John Edward Pointon's Letters Patent & Re Patents & Designs Acts, 1907 to 1919
Davis v Davis
Re Pearce Pearce v Emery
Borman v Griffith
Creighton v Richardson
Cleadon Trust ld v Richardson
Riddell v Pall Mall Reversions ld
Carney v Blackman
Cutcliffe v Cutcliffe
Radcliffe v Perry & Co Roads (Foreign Concessions) ld
Re Sovereign Shipping Co ld and Re Companies (Consolidation) Act 1908
The Trinidad Land & Finance Co ld v Clifford
Public Trustee v Ayers
Svenska Tandsticks A B v Ethelburga Syndicate ld
Crosland v Benjamin Crosland and Sons ld
Macdonald v The Great Western Ry Co
Re Barningham Zerkowitz v Adler
Walker v Ridsdale & Walker ld
Re Morris Hill v Morris
Goddard v Seares

GROUP II.

Before Mr. Justice ASTBURY.

Adjourned Summonses.

Re Powell's Settlement Trust Rigg v Powell
Moody v Black
Re Prynn Hill v Prynn
Re Gawith Hill v Prynn
Re Beddington Public Trustee v Beddington
Re Churchward Parkyn v Churchward
Re Wardle Sparshott v Royal Sea Bathing Hospital
Re Ellett Cotgreave v Humfrey
Re Same Same v Same
Re Pilley's Will Trusts Pilley v Pilley
Re Bliss Williams v Bliss
Re Strutt Telfer-Smollett v Strutt
Re Stevens' Settlement Stevens v Stevens
Re Clark's Agreement Westminster Bank ld v Clark
Re Barber's Will Trusts Hederstedt v Thompson
Re Ransom Public Trustee v Francis
Re Dorling Roberts v White
Re Kershaw Kenyon v Bird
Re Shaw Mountain v Mountain
Hampton v Holman
Same v Same (restored)
Re Shairp Shairp v Herring
Re Allen Hinman v Clark
Re Keck Lockyer v Keck
Re Stokes Evans v Stokes
Re Abell Abell v Woosnam
Re Beaumont Grant v Beaumont
Re Geenty Geenty v Geenty
Re Williams Cave v Williams
Re Phillips Hurrell v Phillips
Re Thomas Thomas v Thompson
Re Dunn Armstrong v Dunn
Re Burgess Burgess v Burgess
Gretzer v Heimann
Re Durrans Durrans v Hirst
Re Clancarty Smythe v Clancarty
Re Turner Turner v Turner
Re Okely Hasse v Savoye
G Ricordi & Co (London) v Clayton
Re Bean Pipon v Hayward

Before Mr. Justice CLAUSON.

Witness List. Part II.

Swallow v Sherwood Colliery Co ld
The Coca-Cola Co v Duckworth & Co
Re Trade Marks Acts, 1905 to 1919 Re Coca Cola Company's Trade Mark
Re Same Re Trade Mark, No. 427,817
Nixon v Att-Gen (s.o. for Att-Gen)
Bourgeois v Wallsend Slipway & Engineering Co ld
Fitzpatrick v Snazelle
Godfrey v Godfrey
Digby v Kelly
Chevau v Oury
Champagne Heidsieck et Cie Monopole Societe Anonyme v Buxton
Freshwater v British Acetate Silk Corpn ld
Re Thomson Thomson v Allen
Quinton v British Acetate Silk Corpn ld
Edwards v Walbeoff
Rankin v Jackson
Re Harris Harris v Public Trustee
Bradbury v British Acetate Silk Corpn ld
Waldram v Swarbrick
Bellis v Fieldgate
Macdonald v Gaspari
The Multiple Utilities Co ld v British Games ld
Reed v The New Suvoroff Oilfields ld
Martin v Parry
The Benjamin Electric ld v Garnett, Whiteley & Co ld
Bonzon v The Governor & Company of the Bank of England
Johnstone v Whitton
Gould v Gould
Evans, Osgood & Co ld v Dyke
Re Wertheim Wertheim v Wertheim
Re Wragg Wragg v Wragg (with witnesses)
Ronchi's Trustee in Bankruptcy v Da Costa (not before Nov 15)
Batchelor, Bowles & Co ld v Victoria Park Car Co ld
Joseph v B J Jenkins ld
Gaskain v Lessing
The Huntoon Co v Kolynos (Incorporated)
Re The Huntoon Co Letters Patent
No. 137720 and Re Patents & Designs Acts, 1907 to 1919
Before Mr. Justice LUXMOORE.
(For Judgment)
Re Ross Ross v Waterfield (restored)
(For Hearing.)
Assigned Adjourned Summons and Petition.
Re Maschinenfabrik - Augsburg-Numberg, A.G. Re Patents and Designs Acts, 1907 to 1919 petn
Re White's Patent & Re Patent & Designs Acts, 1907 to 1919 (fixed for Oct 15)
Witness List. Part I.
Actions, the trial of which cannot reasonably be expected to exceed 10 hours.
Hall-Brown v Iliffe & Sons ld
Re Amiel Amiel v Galler (with witnesses)
Macmorran v Flats Construction Co ld
Francis v Francis
Jarratt v Animated Displays ld
Re Fothergill England v England
Craggs v Glare Visor (Parent) Co ld
Harris v Trustee of Harris (a bankrupt)
Ravenscroft v Ravenscroft
Longford v Wagstaff & Son
Dickinson v Ashby Contractors ld
Struel v Cowen
Rowley v Pratt
Knox v Massereene
Re Ford, a Solr and Re Taxn of costs
Re Sharman Sharman v Sharman
Rich v Edgar J Lewis & Co.
Booth v Cotter
Derby Corpn v Lucas
Dean v Dean (restored)
City Motor Omnibus Co ld v Guy Motors ld
Piercy v Danks
Manifold v Caudwell
Chowood ld b Lyall
Aston v Stone
Paterson v Matthews
Laming v Laming
Ellis v Noakes

CHANCERY DIVISION
(In Bankruptcy.)
Michaelmas Sittings, 1929.

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, pending 4th October, 1929.

Re a Debtor (No. 4 of 1929) Expte the Debtor v the Petitioning Creditor & the Official Receiver appl from the County Court of Pembrokeshire (Haverfordwest)
Re a Debtor (No. 16 of 1929) Expte the Debtor v H.M. Att-Gen Appl from the County Court of Cornwall (Truro).
Re a Debtor (No. 17 of 1929) Expte the Debtor v H.M. Att-Gen. Appl from the County Court of Cornwall (Truro)
Re Taylor Expte J C Brodie, the Trustee v Barclays Bank ld and W C Taylor Appl from the County Court of Staffordshire

Motions in Bankruptcy for hearing before the Judge.

Re North Expte Mrs North v The Official Receiver & Trustee
Re Bolton Expte North British Artificial Silk ld v P S Booth and J S Wells, Trustees.
Re Dobree Expte Noel Insulation Co ld v M C Spencer & S B Smith, Trustees
Re Root Expte W A J Osborne, the Trustee v F H Willats
Re Cymbalist Expte H M Barton, the Trustee v A Cymbalist (married woman)
Re Dobree Expte H D Hardwicke v M C Spencer & S B Smith, Trustees

RAILWAY AND CANAL COMMISSION.

List of Pending Applications.

In the Matter of the Mines (Working Facilities and Support) Act, 1923 (Part I) and The Mining Industry Act, 1926 (Part II) and In the Matter of the Appln of The Campbeltown Coal Co ld
In the Matter of the Mines (Working Facilities and Support) Acts, 1923 & 1925 and The Mining Industry Act, 1926 (Part II) and In the Matter of the Appln of the Shrubbery Colliery Co ld and John Woodall, Fred Dyson Sacker and Lewis Sacker.
In the Matter of the Railway & Canal Traffic Acts, 1854 to 1894 and The Manchester Ship Canal Act, 1885 and In the Matter of an Appln of Anglo-American Oil Co ld against The Manchester Ship Canal Co.
In the Matter of the Mining Industry Act, 1926 (Part I) and In the Matter of the Appln of the Exors of John Hargreaves ld, George Hargreaves & Co ld and the Altham Colliery (1924) ld
In the Matter of the Mines (Working Facilities and Support) Acts, 1923 to 1925 and The Mining Industry Act, 1926 and In the Matter of the Appln of Tilmanstone (Kent) Collieries ld.
In the Matter of the Mines (Working Facilities and Support) Act, 1923 and In the Matter of the Appln of J C Jenkins & Co.
In the Matter of the Mining Industry Acts, 1926 (Part I) and in the Matter of the Appln of Newton, Chambers & Co ld and Hoyland Silkstone Coal & Coke Co ld.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality.

KING'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1929.

CROWN PAPER.
For Argument.

The King v Minister of Health (expte Smith)
The King v Minister of Pensions (expte Mead)
The King v Minister of Health (expte Yappe)
The King v Director General of Patents (expte Engl)
The King v Lords Commissioners of H M Treasury (expte Wilkinson)
The King v Lords Commissioners of H M Treasury (expte Pengilly)
Bell v Jagger
Tipton v O'Reilly
Tipton v O'Reilly
The King v F Reid Price & Co ld (expte Pyke)
Midland Sporting Press v Jones
Hughes v Davies & ors
Mayor &c of Chatham v Wright & anr
Consett Iron Co ld v Assessment Committee for the No 5 or North Western area of Durham
Carey v Morgan
Carey v Thomas
Carey v Morgan
White v Cubitt
Gordon v Goldenbloom
Gould v New Empress Saloons ld & ors
Overland v Melton
Webb & anr v Chantrey
Madden v Chantrey
The King v Lord Mayor &c of Cardiff (expte Westlan Productions ld)
The King v Same (expte New Theatre (Cardiff) ld)
The King v Same (expte Moss Empires ld)
Lowery v Lord Mayor &c of Kingston-upon-Hull
The King v Valentine Esq & ors JJ. of Cumberland and ors (expte Hastings and ors)
Gough v Rees
Harbottle v Singleton
The Manchester Ship Canal Co v The Director of Public Prosecutions
Edwards v Wanstall

CIVIL PAPER.
For Hearing.

Craske v Scottish Legal Life Assce Soc ld
Webb v Tremellen (Mayor's & City of London Court)
Freedman v Marcus
Plews v Owen (Holyhead County Court)
Pallister v Loose & Wife (Windsor County Court)
Coles Bros ld v Frome R D C
Mills v Boutal (Brompton County Court)
Alliance Economic Investment Co ld v Ashfull (West London County Court)
Ewing v Bond & Cooper ld (West Bromwich County Court)
H.M. Postmaster-General v Levy (Newcastle-upon-Tyne County Court)
White v Robersons ld
Wiener v N V Kunstmesthandel Voorheen Hulshof & Co
John Evans & Co (London) ld v English Hop Growers ld
Lockwood v Bailey & anr
Jones v Lord Mayor, &c of Cardiff (Cardiff County Court)
F A H Hales ld v Cross Keys Trust ld
Riddle & anr v Playle & anr (Bow County Court)
Bass, Ratcliff & Gretton ld v Voce (defendant) Williams (claimant) (Louth County Court)
Shonfield v Great Western Ry Co & anr (Southwark County Court)
Hemmelschien v Sukmanski & anr (Shoreditch County Court)
Strand Engineering Works ld v Allen & ors (Kingston-upon-Hull County Court)
George Powdrell & Son ld v Fox & ors (Luton County Court)
Dorrell & anr v Pusey (Bloomsbury County Court)
Smith & anr v Scotney (Thrapston & Oundle County Court)
Robertson v Harman
Robertson v Harman
Mercer, Taylor & Co v Bowen (Croydon County Court)
Daws v G E Nettleship ld (Lincoln County Court)
Brentnall & Cleland v Hessey & anr
Norman v National Dry Cleaners ld & anr (Bloomsbury County Court)
Moffat v Allen (West London County Court)
Tenrednick v Gooch
Sabine v Asche
Penny & anr v Mortimer (Brighton County Court)
Volt v James (West London County Court)
Gavin v Destrees
Blatch & anr v Hill (Southampton County Court)
Erskine v McNeice
Tredinnick v Gooch
British Oak Insce Co ld v E Smith & Sons ld (Mayor's & City of London Court)
Carre Freres ld v Phillips
de Cordes v Eldon & anr (Mayor's & City of London Court)
Fisher v Jennings Bros ld
Sullivan v Dalton & Morgan ld (Southwark County Court)
Yarham v Hartley (Kingston-upon-Hull County Court)
Sturley & ors v Powell (Haverfordwest County Court)
Freeman v Curtis (Lambeth County Court)
Curtis v Freeman (Lambeth County Court)
Batten v Johnson (Marylebone County Court)
Orchard v Connaught Club (Marylebone County Court)
Hamilton v Brabant (Wandsworth County Court)
The Guardians of the Willesden Union v The Guardians of the Sheffield Union (Marylebone County Court)
Madge v Roberts (Croydon County Court)
Woodward v Woodward (Marylebone County Court)
Smith & anr v Quarterly Dividends ld & anr (Bristol County Court)
Smith v Franckel (Marylebone County Court)
Graves v Ryder
Aston & ors v Eastwood & anr (Tunbridge Wells County Court)
Pearce v Munday (Marlborough County Court)
Ellor & Wife v Selfridge & Co ld (Uxbridge County Court)
Brown v Nixon (Stafford County Court)

SPECIAL PAPER.

Lloyd Del Pacifico of Savona v Board of Trade (commercial list, fixed Oct. 15)
Shaw Savill & Albion Co ld v Board of Trade (commercial list, fixed Oct. 17)
Canada Atlantic Grain Export Co (Inc) v Ellers & ors (commercial list)
Montague L Meyer ld v Kivisto (commercial list, fixed Nov 19)
Hirst v Liverpool Victoria Friendly Society
Clark v London & Manchester Assurance Co ld
Dawson v London Midland & Scotttish Railway Co
Hall v Hethering.on & ors

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920.

In the matter of an application by the Southern Railway Co (re Fortman)

REVENUE PAPER.
Cases Stated.

T Haythornthwaite & Sons ld and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Gooch's ld and B A Nash (H M Inspector of Taxes)
F E Thornley (H M Inspector of Taxes) and J R Brown (remitted)
Rheinberg & Co and William Ogston (H M Inspector of Taxes) (remitted)
Annie, Viscountess Cowdray & Commrs of Inland Revenue
Properties Contract Co ld v J T Young (H M Inspector of Taxes)
Sir Martin Archer-Shee & C E Garland (H M Inspector of Taxes) (remitted)
Mrs Margaret Kinlock and Commrs of Inland Revenue
The Luipaard's Vlei Estate and Gold Mining Co ld and Commrs of Inland Revenue
William Ogston (H M Inspector of Taxes) and Reynolds Sons and Co ld
Reynolds Sons and Co ld and William Ogston (H M Inspector of Taxes)
A Lloyd and Sons ld and Commrs of Inland Revenue
Charles Brown & Co and Commrs of Inland Revenue
The Commrs of Inland Revenue and Vice-Admiral Sir Aubrey Smith
C E Garland (H M Inspector of Taxes) & Sir Martin Archer-Shee
D Durham (H M Inspector of Taxes) and Hoscote (Malaya) Rubber Estates ld
D Durham (H M Inspector of Taxes) and Allied Sumatra Plantations ld
The United Women's Homes Association ld and R S Young (H M Inspector of Taxes)
Metropolitan Properties Co ld and Daniel Dunham (H M Inspector of Taxes)

SPECIAL CASE.

Exors of Ernest Alexander Claremont, dec and Commrs of Inland Revenue

DEATH DUTIES—SHOWING CAUSE.

In the Matter of Arthur George Earl of Wilton, dec
In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec
In the Matter of Charles Frederick Wahl, dec

PETITION UNDER THE FINANCE ACT, 1894.

In Re the Estate of Vlayney Reynell Townley Balfour, dec.

ENGLISH INFORMATION.

Attorney-General and Lt-Col Edward F Farrell and The Rt Hon Viscount Southwell
Attorney-General and George Goddard

Legal Notes and News.

Honours and Appointments.

The Attorney-General has appointed Mr. ARTHUR HENDERSON, M.P., barrister-at-law, son of the Foreign Secretary, to be his Parliamentary Private Secretary.

Mr. Henderson is a graduate of Cambridge and was called to the Bar in 1921. He is secretary to the Labour Party Legal Advisory Committee, a lecturer on Industrial Law at Ruskin College, Oxford, and is joint author, with Sir Henry Slesser, of a treatise on industrial law.

Captain HAROLD ANDREW BALVAIRD LAWSON has been appointed Lyon Clerk and Keeper of the Records of the Court and Office to the Lyon King-of-Arms in Scotland.

Mr. NORMAN M. MACPHERSON, S.S.C., Edinburgh, has been appointed Law Agent to the War Office and to the Air Ministry in Scotland, in succession to the late Mr. Campbell Smith, S.S.C. Mr. Macpherson was admitted in 1894.

The Honorary Freedom of the County Borough of West Ham is to be conferred on Mr. GEORGE HILLEARY, O.B.E., M.A., Solicitor, who recently retired from the position of Town Clerk which he had held for so many years.

The Minister of Health, The Right Hon. Arthur Greenwood M.P., has appointed Mr. A. J. SIMPSON, O.B.E., to be an Assistant Secretary of the Ministry of Health.

Mr. WILFRID W. NOPS, LL.B., solicitor (whose appointment as Clerk of the Central Criminal Court was announced in THE SOLICITORS' JOURNAL on the 4th May), has been appointed Clerk of the Peace for the City of London and the Town and Borough of Southwark. Mr. Nops was called to the Bar by the Middle Temple in 1912.

Mr. JOHN NICHOLSON, solicitor, Pontefract, has been appointed Assistant Solicitor in the office of the Town Clerk of Chesterfield.

Mr. C. CHRISTIAN, Deputy Clerk to the North Brierley Board of Guardians, has been appointed Public Assistance Officer to the Kesteven (Lincs) County Council.

Mr. R. TUTE PEARSON, M.C., solicitor, of the firm of Pearsons & Jones, of Helmsley, Malton and Kirby-in-Moorside (Yorkshire), has been appointed Clerk to the Justices of the Ryedale Petty Sessional Division of the North Riding of Yorkshire. Mr. Pearson was admitted in 1913.

Mr. R. W. MASON, Clerk to the Romford Guardians, has been appointed Public Assistance Officer under the Essex County Council.

Mr. HENRY CECIL CHALKER, solicitor and notary public, of the firm of Stewart & Chalker, 67, Westgate, Wakefield, has been appointed Clerk to the Wakefield Justices. Mr. Chalker, who was admitted in 1910, is also Clerk to Taylor and Scholeys Charities at Sandal Magna, and Steward of the Manor of Wakefield.

Mr. AMBROSE JAMES SHERWILL, barrister-at-law, has been appointed His Majesty's Comptroller in the Royal Court of Guernsey. Mr. Sherwill was called by the Middle Temple in 1920.

Professional Announcements.

(2s. per line.)

MILLS, CURRY & GASKELL, of Balfour House, Finsbury-pavement, E.C.2, have admitted into partnership Douglas W. Gaskell, LL.B., as from 1st October, 1929.

PALESTINE INQUIRY.

Mr. William Henry Stoker, K.C., has been appointed to represent the Arabs before the Commission of Inquiry into the recent disturbances.

Sir Boyd Merriman, K.C., M.P., lately British Solicitor-General, and Viscount Erleigh, K.C., son of the Marquis of Reading, are acting as counsel for the Jews, and arrived in Jerusalem last week.

COMPULSORY MOTOR INSURANCE.

Lord Russell, Parliamentary Secretary to the Ministry of Transport, announced at a luncheon at the Royal Automobile Club on Wednesday that an effort was being made to include in the new Road Bill a measure of compulsory insurance.

PLYMOUTH ELECTION PETITION.

Mr. Justice Rigby Swift and Mr. Justice Talbot began the hearing at Plymouth on Thursday of the petition to declare null and void the election of Mr. J. J. H. Moses as Labour M.P. for the Drake Division of the city.

The petition, lodged in the names of Mr. N. J. P. Revington, a retired Royal Air Force officer, and Mr. A. T. Easterbrook, a retired Civil Servant, brings nine separate charges of alleged bribery and corruption against the sitting member and his agents, which included the use of public stage or hackney carriages or horses for the purpose of the conveyance of electors to and from the poll, and payments in respect of bands, torches, flags, &c.

Counsel engaged in the case are Mr. Roland Oliver, K.C., Mr. Malcolm Hilbery, K.C., and Mr. Willoughby Williams, for the Petitioners, and the Hon. R. Stafford Cripps, K.C., and Mr. F. W. Beney for Mr. Moses.

NEW LIGHT ON SHAKESPEARE.

In an essay on politeness a Haywards Heath (Sussex) schoolboy wrote: "Being polite also means not saying nasty things to anyone. For instance, Shakespeare must have been a very polite man, because he often said, 'Go to,' but he was too polite to finish the sentence."

LONDON'S SHERIFFS.

Congratulating the new Sheriffs, Alderman W. P. Neal and Major S. H. Bowater, at the opening of the October Sessions of the Central Criminal Court, on Tuesday, Sir Ernest Wild, K.C., Recorder of London, said that in the old days there were three great men—the Bishop, the Alderman, and the Sheriff—and it was a great distinction still to be a Sheriff, and particularly a Sheriff of the City of London. Sheriffs were the executive officers of the King, just as judges were the administrative officers of the King.

Charging the grand jury at the opening of the Old Bailey Sessions, Sir Ernest said that the calendar compared favourably with that of the last sessions. It was a matter of congratulation that in the vast area over which the court had jurisdiction, comprising at least 8,000,000 people, there was no charge of murder.

SETTING THE LAW AT DEFIANCE.

Albert Victor Farrow, of Old-road, West Gravesend, was sentenced at Dartford recently to four months' hard labour for being drunk in charge of a motor car, fined £20 and £4 9s. 6d. costs for driving to the danger of the public, or in default a further two months' imprisonment, to run consecutively, and for driving without a licence fined £10, or in default another six months' imprisonment, to run concurrently.

It was stated by the police that in June, 1927, Farrow was fined £30 for being drunk in charge of a car, and in January of this year he was sentenced to six weeks in the second division for a similar offence. He gave notice of appeal, but in February, before the appeal was heard, he was again convicted of a similar offence and sentenced to hard labour for three months, in addition to being disqualified from driving for three years.

Mr. A. M. Fleet, the chairman of the Bench, said that defendant seemed determined to set the law at defiance.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (26th September, 1929) 6½%. Next London Stock Exchange Settlement Thursday, 24th October, 1929.

	Middle Price 16th Oct.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	82¾	4 16 8	—
Consols 2½%	53½	4 13 6	—
War Loan 5% 1929-47	101⅞	4 18 2	—
War Loan 4½% 1925-45	95	4 14 9	4 19 0
War Loan 4% (Tax free) 1922-42	99⅞	4 0 1	4 0 0
Funding 4% Loan 1960-1990	85	4 14 2	4 15 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91½	4 7 5	4 9 9
Conversion 4½% Loan 1940-44	95	4 14 9	4 19 0
Conversion 3½% Loan 1961	74	4 14 7	—
Local Loans 3% Stock 1912 or after	61	4 18 4	—
Bank Stock	243	4 18 9	—
India 4½% 1950-55	85	5 5 11	5 12 0
India 3½%	64½	5 8 6	—
India 3%	55⅝	5 8 1	—
Sudan 4½% 1939-73	92	4 17 9	4 19 0
Sudan 4% 1974	82	4 17 7	5 0 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	81	3 14 1	4 5 3
Colonial Securities.			
Canada 3% 1938	86	3 9 9	4 19 0
Cape of Good Hope 4% 1916-36	91	4 7 11	5 12 0
Cape of Good Hope 3½% 1929-49	80	4 7 6	5 2 0
Commonwealth of Australia 5% 1945-75	95	5 5 3	5 6 0
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	92	4 17 10	4 19 0
Natal 4% 1937	91	4 7 11	5 11 3
New South Wales 4½% 1935-45	88	5 2 3	5 12 6
New South Wales 5% 1945-65	94	5 6 5	5 7 6
New Zealand 4½% 1945	92	4 17 10	5 5 6
New Zealand 5% 1946	100	5 0 0	5 0 0
Queensland 5% 1940-60	93	5 7 6	5 9 4
South Africa 5% 1945-75	100	5 0 0	5 0 0
South Australia 5% 1945-75	94	5 6 5	5 7 0
Tasmania 5% 1945-75	95	5 5 3	5 5 6
Victoria 5% 1945-75	94	5 6 5	5 7 0
West Australia 5% 1945-75	94	5 6 5	5 7 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	61	4 18 4	—
Birmingham 5% 1946-56	100	5 0 0	5 0 0
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	68	4 8 3	5 2 0
Hull 3½% 1925-55	76	4 12 1	5 4 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4 18 7	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51	4 16 3	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	61	4 18 4	—
Manchester 3% on or after 1941	61	4 18 4	—
Metropolitan Water Board 3% 'A' 1963-2003	60	5 0 0	—
Metropolitan Water Board 3% 'B' 1934-2003	62	4 16 9	—
Middlesex C. C. 3½% 1927-47	81	4 6 5	5 2 6
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	59	5 1 8	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	100	5 0 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	79	5 1 3	—
Gt. Western Rly. 5% Rent Charge	95½	5 4 9	—
Gt. Western Rly. 5% Preference	89	5 12 4	—
L. & N. E. Rly. 4% Debenture	73	5 9 7	—
L. & N. E. Rly. 4% 1st Guaranteed	70	5 14 4	—
L. & N. E. Rly. 4% 1st Preference	64	6 5 0	—
L. Mid. & Scot. Rly. 4% Debenture	76	5 5 3	—
L. Mid. & Scot. Rly. 4% Guaranteed	72½	5 10 4	—
L. Mid. & Scot. Rly. 4% Preference	67	5 19 5	—
Southern Railway 4% Debenture	76	5 5 3	—
Southern Railway 5% Guaranteed	95	5 5 3	—
Southern Railway 5% Preference	84	5 19 1	—

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, B.A., LL.B. (Camb.), available for locum work or to assist busy solicitor. South. Conveyancing, probate, trust, and general.—Box 95, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG SOLICITOR (25), Public School, B.A., Oxon (1st Class Honours, Law Finals), having passed Solicitors' Final June, 1929 (Honours) desires post in Conveyancing office in Birmingham, Cheltenham or Gloucester district, or South of England; experienced in conveyancing, probate and trusts; good knowledge of new Property Acts; hard worker.—Box 199, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker. —"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S," Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (46), School and University, with 10 years' experience in engineering (workshop and drawing office), 5 years under articles and 5 years in further experience and managerial work prior to his entry into the legal profession, and who has 16 years association with the law, and is at present on his own account in practice as a solicitor, desires a sound administrative appointment with an important undertaking; has a real live mind and is a capable organiser; thoroughly conversant with present-day methods of commercial life and efficient in legal procedure; highest references; principals only.—Box No. 1, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

EX-ARMY Officer, age 40, requires employment. Quick and accurate figures; practical experience wine trade; thorough knowledge horses and riding. Any kind of work acceptable. 10832.

EX-OFFICER, middle aged, desires situation as chauffeur or caretaker; good references. 11118.

ASSISTANT Secretary-Accountant, aged 32, passed C.I.S. Intermediate. Good organiser; highest references; seeks post with limited company or society, at home or abroad. 5953.

BANKER, Captain R.P., and wife, most anxious for employment; middle aged; no children. Housekeeping, garden, car, electric light, etc., or storekeeper, steward or caretaker; splendid references; go anywhere. 11132.

MINISTER, ex-Army Chaplain, 20 years' experience at home and abroad, offers his services as organiser, literary assistant or propagandist; unimpeachable references. 10864.

EX-OFFICER, Lieut.-Colonel, married, one child, urgently requires work of trust, good organiser and command of men. Knowledge of farming, motors, etc.; excellent references. 10192.

ARTICLED CLERKS, &c.

SOLICITORS, Covent Garden, have vacancy for Articled Clerk willing to work; premium, including stamp duty, £260; prospects.—Write Box 223, Solicitors' Journal, 29, Breams-buildings, E.C.4.

BUSY Solicitor has vacancy for Articled Clerk. Premium, 200 gns. Good opportunity for keen youth.—Write Box 224, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with old-established practice in rising popular seaside resort in West of England, has vacancy for articled clerk; premium £300. Terms could be arranged for board residence.—Box 164, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LAW.—Solicitor's office with growing practice has a vacancy for Articled Clerk. Midlands. General practice; personal supervision and coaching. Premium required. Reasonable board-residence if necessary found. —Apply Box 169, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with busy and growing general practice, has vacancy for Articled Clerk. Personal supervision. Premium required, part returned.—Apply, Box 146, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

PRACTICES AND PARTNERSHIPS.

SOLICITOR (30) seeks partnership in established firm. Southern counties preferred. Provincial and London experience.—Particulars to "L," Box 201, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply "B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MR. NOAH A. RIGBY, Solicitor and Commissioner for oaths, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99 Solicitors' Journal, 29, Breams-buildings, E.C.4.

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INVESTIGATIONS.

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